



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, June 18, 2024

6:00 PM

Council Chambers, Online and
Via Phone

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [24-0460](#) Special Recognition - Proclamation Recognizing Juneteenth

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 [24-0501](#) Approval of June 4, 2024 City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [24-0529](#) Approval of June 11, 2024 City Council Study Session Meeting Minutes

- Attachments:** [Minutes](#)
- 4.C [24-0534](#) Approval of Bills (April 26 - May 30, 2024) and Payroll Certification (May 15-31, 2024)
Attachments: [Bills and Payroll](#)
- 4.D [24-0525](#) Approval of the Community Development Block Grant Program Year 2024 Annual Action Plan
Attachments: [Program Year 2024 Annual Action Plan](#)
- 4.E [24-0515](#) Approval of a Bid Award for 2024 Pavement Preservation (Chip Seal) Project
Attachments: [Vicinity Map](#)
[Summary of Bids](#)
- 4.F [24-0514](#) Approval of a Resolution Directing the City Manager to Reject All Bids and Re-advertise the Fones Road Project
Attachments: [Resolution](#)
[Vicinity Map](#)
- 4.G [24-0516](#) Approval of a Resolution Authorizing a Lease Agreement with Catholic Community Services for Quince Street Village
Attachments: [Resolution](#)
[Agreement](#)
- 4.H [24-0517](#) Approval of a Resolution Authorizing a Funding Agreement with Catholic Community Services for Quince Street Village
Attachments: [Resolution](#)
[Agreement](#)
- 4.I [24-0518](#) Approval of a Resolution Authorizing a Lease Agreement with Olympia Mutual Aid Partners for Franz-Anderson Tiny Home Village
Attachments: [Resolution](#)
[Agreement](#)
- 4.J [24-0519](#) Approval of a Resolution Authorizing a Funding Agreement with Olympia Mutual Aid Partners for Franz-Anderson Tiny Home Village
Attachments: [Resolution](#)
[Agreement](#)
- 4.K [24-0526](#) Approval of a Resolution Authorizing an Option to Purchase Real Estate Agreement of Real Property Owned by JJP Group, LLC for Future Temporary Shelter, Affordable Housing, Public Roadway, Wetlands Preservation, and Open Space
Attachments: [Resolution](#)
[Option to Purchase](#)

4. SECOND READINGS (Ordinances) - NONE

4. FIRST READINGS (Ordinances)

- 4.L [24-0410](#) Approval of an Ordinance Amending Olympia Municipal Code (OMC) Chapter 2.05 Related to the Independent Salary Commission
Attachments: [Ordinance](#)
- 4.M [24-0528](#) Approval of an Ordinance Amending Ordinance 7387 (Operating, Special and Capital Budgets)
Attachments: [Ordinance](#)

5. PUBLIC HEARING

- 5.A [24-0533](#) Public Hearing on the City of Olympia's Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Grant Application
Attachments: [PRICE Notice of Funding Opportunity](#)
[Draft PRICE Grant Application](#)
[Detailed Budget](#)
[Letters of support](#)
[Timeline](#)

6. OTHER BUSINESS - NONE

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 [24-0406](#) Consider a Referral Regarding the Decriminalization of Nature-Based PTSD Treatments
Attachments: [Referral](#)
[Draft Resolution](#)

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 Juneteenth

Agenda Date: 6/18/2024
Agenda Item Number: 2.A
File Number:24-0460

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

Title

Special Recognition - Proclamation Recognizing Juneteenth

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Proclaim June 19, 2024 as Juneteenth in the City of Olympia.

Report

Issue:

Whether to proclaim June 19, 2024 as Juneteenth in the City of Olympia.

Staff Contacts:

Olivia Salazar de Breaux, Equity, Inclusion and Belonging Specialist, Parks, Arts and Recreation Department, 360.753.8343

Rachael Meares, Cultural Event Program Specialist, Parks, Arts and Recreation Department, 360.753.8470

Presenter(s):

Shawna Hawk, M.A., Executive Director and Founder, Women of Color in Leadership Movement

Background and Analysis:

Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States. On June 19, 1865, a Union General rode into Galveston, Texas to announce that the Civil War had ended, and slaves had been freed. Recognition of Juneteenth varies across the United States. It is not officially recognized by the Federal government, although the Senate unanimously passed a simple resolution in 2018 in honor of the day, and legislation has been introduced in Congress several times to make it either a "national day of observance" or a full-scale Federal holiday. In 2021 Washington State Governor Jay Inslee declared Juneteenth a State Holiday. The City of Olympia urges all residents to become more aware of the significance of this celebration in African American History and its role in the heritage of our nation and City.

On June 19, 2021, the City of Olympia partnered with the Women of Color in Leadership Movement, Media Island International, and the Hawk Foundation for Research and Education in African Culture to host the first annual Juneteenth Celebration. The City, its employees, elected officials, community members, and visitors enthusiastically participated. This year the City is pleased to partner again with the Women of Color in Leadership Movement and Media Island International to host the fourth annual Juneteenth Celebration Festival on June 22, 2024 from 1 pm to 5 pm at Rebecca Howard Park. Included in this year's festivities will be a commemoration of the Black Liberation flag crosswalk painting at 9th Avenue, which the City coordinated to be completed by Juneteenth.

Climate Analysis:

No impacts to any of the climate mitigation sectors.

Equity Analysis:

This recognition raises awareness about the sacrifices, contributions, and achievements made by generations of African Americans / Black community members here in the Pacific Northwest and across the nation. This recognition benefits Olympia residents as well as those in neighboring communities by increasing a sense of belonging and inclusion.

Attachments:

Proclamation

PROCLAMATION

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring that enslaved Americans in Confederate territory were free, paving the way for the passage of the 13th Amendment which formally abolished slavery in the United States of America; and

WHEREAS, word about the signing of the Emancipation Proclamation was delayed some two and one half years, to June 19, 1865, when U.S. Army troops arrived in Galveston, Texas to read General Order Number Three, informing residents that all enslaved people were now free; and

WHEREAS, June 19th has a special meaning and has been celebrated by the Black community for more than 150 years, calling it Emancipation Day, Freedom Day, and "JUNETEENTH" combining the words June and Nineteenth; and

WHEREAS, Juneteenth celebrations have spread from the South and are observed in different states throughout the country; and

WHEREAS, Black community members in Thurston County have celebrated Juneteenth for over forty years; and

WHEREAS, in 2007, Washington State officially declared Juneteenth as a recognized holiday, and in 2021, Washington State officially declared Juneteenth as an official state holiday; and

WHEREAS, the City of Olympia is honored to partner with the Women of Color in Leadership Movement and Media Island International to host a community Juneteenth Celebration Festival at Rebecca Howard Park on June 22, 2024; and

NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council, does hereby proclaim June 19, 2024 as

JUNETEENTH

in the City of Olympia, Washington, and urge all residents to become more aware of the significance of this celebration in African-American History and its role in the heritage of our nation and City.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 18th DAY OF June 2024.

OLYMPIA CITY COUNCIL

**Dontae Payne
Mayor**



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

City Council

Approval of June 4, 2024 City Council Meeting Minutes

Agenda Date: 6/18/2024
Agenda Item Number: 4.A
File Number:24-0501

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

Title

Approval of June 4, 2024 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, June 4, 2024

6:00 PM

Council Chambers, Online and Via
Phone

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_iGrc9GicQzm-1W-vKoLxJA

1. ROLL CALL

Present: 5 - Mayor Dontae Payne, Mayor Pro Tem Yến Huỳnh, Councilmember Clark Gilman, Councilmember Lisa Parshley and Councilmember Robert Vanderpool

Excused: 2 - Councilmember Jim Cooper and Councilmember Dani Madrone

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [24-0458](#) Special Recognition - Proclamation Recognizing Capital City Pride and LGBTQIA+ Pride Month

Councilmembers read a proclamation recognizing Capital City Pride and LGBTQIA+ Pride Month.

Capital City Pride President Natalie Coblentz accepted the proclamation and shared information regarding Capital City Pride Events.

Councilmembers asked clarifying questions.

The recognition was received.

3. PUBLIC COMMENT

Zainab Nejati spoke.

4. CONSENT CALENDAR

4.A [24-0462](#) Approval of May 21, 2024 City Council Meeting Minutes

The minutes were adopted.

- 4.B [24-0483](#) Approval of a Resolution Authorizing a New Contract Usage Agreement with The Washington State Department of Enterprise Services for Cooperative Procurement

The resolution was adopted.

- 4.C [24-0482](#) Approval of a Resolution Authorizing an Agreement with the State of Arizona to Participate in a Cooperative Purchasing Program

The resolution was adopted.

- 4.D [24-0470](#) Approval of a Resolution Authorizing an Agreement with Thurston County for Anti-Icing Salt Brine

The resolution was adopted.

- 4.E [24-0474](#) Approval of a Resolution Authorizing an Agreement with the Washington Homeland Security Region 3 for Mutual Aid Services

The resolution was adopted.

- 4.F [24-0390](#) Approval of a Resolution Authorizing an Agreement with the Washington State Military Department for Emergency Management Assistance Compact and Pacific Northwest Emergency Management Agreement Assistance for Emergency Mutual Aid Assistance

The resolution was adopted.

- 4.G [24-0392](#) Approval of a Resolution Authorizing an Agreement with Systems Design West for Fire Basic Life Support Transport and CARES Program Third Party Billing Services

The resolution was adopted.

- 4.H [24-0408](#) Approval of a Resolution Authorizing an Agreement with Thurston County Emergency Management for Mutual Aid Services

The resolution was adopted.

4. SECOND READINGS (Ordinances)

- 4.I [24-0431](#) Approval of an Ordinance Amending Olympia Municipal Code Related to Required Notice for Relocation Assistance

The ordinance was approved on second reading.

Approval of the Consent Agenda

Councilmember Parshley moved, seconded by Councilmember Vanderpool, to

adopt the Consent Calendar. The motion carried by the following vote:

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

Excused: 2 - Councilmember Cooper and Councilmember Madrone

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING

5.A [24-0467](#) Public Hearing on the Community Development Block Grant Program Year 2024 Draft Annual Action Plan

Community Development Block Grant (CDBG) Manager Anastasia Everett shared an overview of the 2024 Draft Annual Action Plan.

Mayor Payne opened the hearing at 6:42 p.m. No one spoke. The public hearing was closed at 6:42 p.m.

The public hearing was held and closed.

6. OTHER BUSINESS

6.A [24-0461](#) Approval of a Resolution Authorizing the Funding Recommendation of the Cultural Access Advisory Board for Inspire Olympia

Inspire Olympia Program Manager Marygrace Goddu shared an overview of the funding recommendations by the Cultural Access Advisory Board for Inspire Olympia contracts.

Cultural Access Advisory Board member Melissa Meade shared an overview of the application review process.

Councilmembers asked clarifying questions.

Former Mayor Cheryl Selby discussed the background on how the cultural access program was created. Mayor Payne presented her with a Mayor's coin.

Mayor Pro Tem Huỳnh moved, seconded by Councilmember Parshley, to approve a resolution authorizing the funding recommendation of the Cultural Access Advisory Board for Inspire Olympia contracts. The motion carried by the following vote:

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

Excused: 2 - Councilmember Cooper and Councilmember Madrone

7. CONTINUED PUBLIC COMMENT - None

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

9. CITY MANAGER'S REPORT AND REFERRALS

City Manager Burney reported Pride flags are flying at every City building. He noted impacts to case standards for Public Defenders will be discussed with the Police Chief.

10. ADJOURNMENT

The meeting adjourned at 7:50 p.m.



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

City Council

Approval of June 11, 2024 City Council Study Session Meeting Minutes

Agenda Date: 6/18/2024
Agenda Item Number: 4.B
File Number:24-0529

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

Title

Approval of June 11, 2024 City Council Study Session Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, June 11, 2024

6:00 PM

Council Chambers, Online and Via
Phone

Study Session

Attend: [https://us02web.zoom.us/j/89872515357?](https://us02web.zoom.us/j/89872515357?pwd=kTouU9CbxvwoYgOZ7wArwxvLZk2FJg.1)
[pwd=kTouU9CbxvwoYgOZ7wArwxvLZk2FJg.1](https://us02web.zoom.us/j/89872515357?pwd=kTouU9CbxvwoYgOZ7wArwxvLZk2FJg.1)

1. ROLL CALL

Present: 7 - Mayor Dontae Payne, Mayor Pro Tem Yến Huỳnh, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Robert Vanderpool

2. BUSINESS ITEMS

2.A [24-0494](#) Community Oversight of Law Enforcement Recommendations Discussion

Director of Strategic Planning & Performance Stacey Ray shared introductions and gave an overview of the purpose of community oversight of law enforcement.

Change Integration Consultant Kathryn Olson shared information regarding research on how other jurisdictions approach community oversight of law enforcement.

Social Justice and Equity Commissioners Genevieve Chan and Rachelle Martin presented recommendations for community involvement and oversight.

Councilmembers asked clarifying questions.

The recommendations will come before the City Council for consideration at their July 9 meeting.

The study session was completed.

2.B [24-0484](#) Capital Mall Triangle Subarea Plan Discussion

Senior Planner David Ginther shared an overview of the Capital Mall Triangle Subarea Plan.

Councilmember Madrone shared some history and context regarding the Plan.

Councilmembers asked clarifying questions.

The study session was completed.

3. ADJOURNMENT

The meeting adjourned at 9:19 p.m.



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

City Council

Approval of Bills (April 26 - May 30, 2024) and Payroll Certification (May 15-31, 2024)

Agenda Date: 6/18/2024
Agenda Item Number: 4.C
File Number:24-0534

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

Title

Approval of Bills (April 26 - May 30, 2024) and Payroll Certification (May 15-31, 2024)

City of Olympia
Expenditure Summary

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims are just, due and unpaid obligations against the City of Olympia, and that I am authorized to authenticate and certify to said claims", and, "I, the undersigned, do hereby certify under penalty of perjury that claims for employee and officer expenses are just, due and unpaid obligations against the City of Olympia, and that I am authorized to certify said claims".

For Period 4/26/2024 to 5/2/2024

Total Approved for Payment

FUND	AMOUNT
FND_001 GENERAL FUND	\$524,550.55
FND_003 SPECIAL ACCT CONTROL FUND	\$72,636.89
FND_006 DEVELOPMENT FEE REVENUE	\$932.82
FND_007 PARKING FUND	\$3,618.95
FND_014 LEOFF1 OPEB TRUST FUND	\$17,419.60
FND_025 WASH CENTER MAINTENANCE	\$1,856.72
FND_026 MUNICIPAL ARTS FUND	\$1,157.83
FND_107 HUD FUND	\$1,382.61
FND_142 HOME FUND	\$10,014.06
FND_143 CULTURAL ACCESS PROGRAM	\$1,386.14
FND_317 CAPITAL IMPROVEMENTS FUND	\$2,817.57
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT FUND	\$25,127.49
FND_335 GENERAL FACILITIES CAPITAL IMPROVEMENT FUND	\$375.57
FND_401 DRINKING WATER UTILITY OPERATING	\$23,441.08
FND_402 WASTEWATER UTILITY OPERATING	\$21,076.53
FND_403 WASTE RESOURCES OPERATING	\$6,649.33
FND_404 STORMWATER AND SURFACE WATER OPERATING	\$9,792.49
FND_411 DRINKING WATER UTILITY DEBT	\$22,330.97
FND_412 WASTEWATER UTILITY DEBT	\$29,664.26
FND_462 WASTEWATER CAPITAL IMPROVEMENT	\$224.22
FND_464 STORMWATER AND SURFACE WATER CAPITAL IMPF	\$3,852.03
FND_501 EQUIPMENT RENTAL	\$70,956.90
FND_505 WORKERS COMPENSATION	\$950.00
FND_506 FACILITIES	\$14,764.33
FND_630 CUSTODIAL	\$17,546.14
NON-DEPARTMENTAL/PAYROLL AP-SUPPLIERS	\$465,890.76
Grand Total	\$1,350,415.84

Rhiannon Weilmunster
Prepared by:

5/21/2024
Date

Debbie Heilman
Reviewed by:

05/21/24
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that for period statement above has been examined and and are approved as recommended for payment.

AARON BEMILLER
AARON BEMILLER (May 21, 2024 15:29 PDT)
Approved by/Finance Director

05/21/24
Date

City of Olympia
Expenditure Summary

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims are just, due and unpaid obligations against the City of Olympia, and that I am authorized to authenticate and certify to said claims", and, "I, the undersigned, do hereby certify under penalty of perjury that claims for employee and officer expenses are just, due and unpaid obligations against the City of Olympia, and that I am authroized to certify said claims".

For Period 5/3/2024 to 5/9/2024

Total Approved for Payment

FUND	AMOUNT
FND_001 GENERAL FUND	\$564,218.06
FND_003 SPECIAL ACCT CONTROL FUND	\$24,937.71
FND_006 DEVELOPMENT FEE REVENUE	\$59,968.75
FND_007 PARKING FUND	\$17,898.32
FND_014 LEOFF1 OPEB TRUST FUND	\$23,712.00
FND_025 WASH CENTER MAINTENANCE	\$249.24
FND_143 CULTURAL ACCESS PROGRAM	\$1,000.00
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT FUND	\$35,608.16
FND_335 GENERAL FACILITIES CAPITAL IMPROVEMENT FUND	\$615.46
FND_340 PARKS CAPITAL IMPROVEMENT FUND	\$13,550.71
FND_401 DRINKING WATER UTILITY OPERATING	\$37,387.47
FND_402 WASTEWATER UTILITY OPERATING	\$1,449,813.81
FND_403 WASTE RESOURCES OPERATING	\$56,615.06
FND_404 STORMWATER AND SURFACE WATER OPERATING	\$11,629.27
FND_461 DRINKING WATER CAPITAL IMPROVEMENT	\$16,258.99
FND_462 WASTEWATER CAPITAL IMPROVEMENT	\$2,528.04
FND_464 STORMWATER AND SURFACE WATER CAPITAL IMPF	\$1,083.14
FND_501 EQUIPMENT RENTAL	\$539.20
FND_505 WORKERS COMPENSATION	\$106,221.53
FND_506 FACILITIES	\$54,655.19
NON-DEPARTMENTAL/PAYROLL AP-SUPPLIERS	\$1,026,075.80
Grand Total	\$3,504,565.91

Rhiannon Weilmunster
Prepared by:

5/21/2024
Date

Debbie Heilman
Reviewed by:

05/21/24
Date

The Finance Director of the City of Olympia, Washington, herby certifies that for period statement above has been examined and and are approved as recommended for payment.

AARON BEMILLER
AARON BEMILLER (May 22, 2024 09:12 PDT)
Approved by/Finance Director

05/21/24
Date

City of Olympia
Expenditure Summary

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims are just, due and unpaid obligations against the City of Olympia, and that I am authorized to authenticate and certify to said claims", and, "I, the undersigned, do hereby certify under penalty of perjury that claims for employee and officer expenses are just, due and unpaid obligations against the City of Olympia, and that I am authorized to certify said claims".

For Period 5/10/2024 to 5/16/2024

Total Approved for Payment

FUND	AMOUNT
FND_001 GENERAL FUND	\$268,501.26
FND_003 SPECIAL ACCT CONTROL FUND	\$59,189.55
FND_006 DEVELOPMENT FEE REVENUE	\$15,502.89
FND_007 PARKING FUND	\$5,800.63
FND_014 LEOFF1 OPEB TRUST FUND	\$4,069.70
FND_025 WASH CENTER MAINTENANCE	\$89.81
FND_132 LODGING TAX FUND	\$15,618.75
FND_142 HOME FUND	\$117,801.07
FND_143 CULTURAL ACCESS PROGRAM	\$84.68
FND_317 CAPITAL IMPROVEMENTS FUND	\$8,537.72
FND_318 HOME FUND CAPITAL	\$415,078.59
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT FUND	\$207,984.45
FND_335 GENERAL FACILITIES CAPITAL IMPROVEMENT FUND	\$98,751.45
FND_401 DRINKING WATER UTILITY OPERATING	\$24,972.22
FND_402 WASTEWATER UTILITY OPERATING	\$31,067.25
FND_403 WASTE RESOURCES OPERATING	\$372.47
FND_404 STORMWATER AND SURFACE WATER OPERATING	\$9,347.15
FND_461 DRINKING WATER CAPITAL IMPROVEMENT	\$280,150.00
FND_464 STORMWATER AND SURFACE WATER CAPITAL IMPF	\$15,942.50
FND_501 EQUIPMENT RENTAL	\$341.68
FND_505 WORKERS COMPENSATION	\$46,290.26
FND_506 FACILITIES	\$3,402.39
Grand Total	\$1,628,896.47

Rhiannon Weilmunster
Prepared by:

5/22/2024
Date

Tabba Phillips
Reviewed by:

5/22/2024
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that for period statement above has been examined and and are approved as recommended for payment.

AARON REMILLER
Approved by/Finance Director

5/22/2024
Date

City of Olympia
Expenditure Summary

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims are just, due and unpaid obligations against the City of Olympia, and that I am authorized to authenticate and certify to said claims", and, "I, the undersigned, do hereby certify under penalty of perjury that claims for employee and officer expenses are just, due and unpaid obligations against the City of Olympia, and that I am authorized to certify said claims".

For Period 5/17/2024 to 5/23/2024

Total Approved for Payment

FUND	AMOUNT
FND_001 GENERAL FUND	\$180,785.59
FND_003 SPECIAL ACCT CONTROL FUND	\$14,129.31
FND_006 DEVELOPMENT FEE REVENUE	\$18,325.31
FND_007 PARKING FUND	\$863.80
FND_014 LEOFF1 OPEB TRUST FUND	\$8,612.31
FND_025 WASH CENTER MAINTENANCE	\$552.47
FND_107 HUD FUND	\$9,638.05
FND_132 LODGING TAX FUND	\$4,817.50
FND_142 HOME FUND	\$15,245.57
FND_320 TRANSPORTATION CAPITAL IMPROVEMEN	\$20,630.19
FND_340 PARKS CAPITAL IMPROVEMENT FUND	\$3,929.64
FND_401 DRINKING WATER UTILITY OPERATING	\$92,332.13
FND_402 WASTEWATER UTILITY OPERATING	\$3,137.51
FND_403 WASTE RESOURCES OPERATING	\$373,104.56
FND_404 STORMWATER AND SURFACE WATER OP	\$19,898.84
FND_462 WASTEWATER CAPITAL IMPROVEMENT	\$6,750.39
FND_463 WASTE RESOURCES CAPITAL IMPROVEM	\$809.54
FND_501 EQUIPMENT RENTAL	\$99,377.35
FND_502 EQUIPMENT RESERVE	\$473,033.41
FND_505 WORKERS COMPENSATION	\$68,444.11
FND_506 FACILITIES	\$42,136.14
FND_604 FIREFIGHTERS PENSION	\$1,282.94
FND_720 Impact Fees - North Thurston Schools	\$26,856.00
NON-DEPARTMENTAL/PAYROLL AP-SUPPLIERS	\$1,063,271.88
Grand Total	\$2,547,964.54

Rhiannon Weilmunster

Prepared by:

Debbie Heitsman

Reviewed by:

6/12/2024

Date

06/12/24

Date

The Finance Director of the City of Olympia, Washington, hereby certifies that for period statement above has been examined and and are approved as recommended for payment.

AARON BE MILLER

AARON BE MILLER (Jun 12, 2024 10:58 PM)

Approved by/Finance Director

12/06/24

Date

City of Olympia
Expenditure Summary

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims are just, due and unpaid obligations against the City of Olympia, and that I am authorized to authenticate and certify to said claims", and, "I, the undersigned, do hereby certify under penalty of perjury that claims for employee and officer expenses are just, due and unpaid obligations against the City of Olympia, and that I am authroized to certify said claims".

For Period 5/24/2024 to 5/30/2024

Total Approved for Payment

FUND	AMOUNT
FND_001 GENERAL FUND	\$59,459.41
FND_003 SPECIAL ACCT CONTROL FUND	\$21,501.91
FND_006 DEVELOPMENT FEE REVENUE	\$988.96
FND_014 LEOFF1 OPEB TRUST FUND	\$3,148.00
FND_026 MUNICIPAL ARTS FUND	\$28,500.00
FND_220 NON-VOTED GO DEBT FUND	\$485,140.20
FND_317 CAPITAL IMPROVEMENTS FUND	\$851.67
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT FUND	\$721.65
FND_340 PARKS CAPITAL IMPROVEMENT FUND	\$8,970.44
FND_401 DRINKING WATER UTILITY OPERATING	\$71,473.31
FND_402 WASTEWATER UTILITY OPERATING	\$8,652.19
FND_403 WASTE RESOURCES OPERATING	\$4,248.41
FND_404 STORMWATER AND SURFACE WATER OPERATING	\$6,934.70
FND_462 WASTEWATER CAPITAL IMPROVEMENT	\$545.00
FND_464 STORMWATER AND SURFACE WATER CAPITAL IMPF	\$17,670.51
FND_501 EQUIPMENT RENTAL	\$3,340.81
FND_502 EQUIPMENT RESERVE	\$1,363,789.09
FND_503 UNEMPLOYMENT COMPENSATION	\$22,291.76
FND_505 WORKERS COMPENSATION	\$650.00
FND_506 FACILITIES	\$319.90
FND_630 CUSTODIAL	\$17,114.67
NON-DEPARTMENTAL/PAYROLL AP-SUPPLIERS	\$465,679.02
Grand Total	\$2,591,991.61

Rhiannon Weilmunster

Prepared by:

Debbie Heilman

Reviewed by:

6/12/2024

Date

06/12/24

Date

The Finance Director of the City of Olympia, Washington, hereby certifies that for period statement above has been examined and and are approved as recommended for payment.

AARON BEMILLER
AARON BEMILLER | Jun 12, 2024 15:28 PDT

Approved by/Finance Director

06/12/24

Date

CITY OF OLYMPIA

5/15/2024

NET PAY: (SEMI MONTHLY) \$ 2,056,883.73

FIRE PENSION PAY: (MONTHLY) \$ 20,992.62

TOTAL NET PAY: \$ 2,077,876.35

Semi-monthly Payroll Check Numbers: 94456 to 94463 \$ 3,798.54

Semi-monthly Payroll Direct Deposit: \$ 2,053,085.19

Manual Payroll Check Numbers: to Manual Payroll Check Numbers: to

Monthly Fire Pension Check Numbers: 94455 to 94455 \$ 675.05

Monthly Fire Pension Direct Deposit: \$ 20,317.57

TOTAL NET PAY: \$ 2,077,876.35

Patricia Brassfield Prepared by:

6/11/2024 Date

Debbie Heilman Reviewed by:

Jun 11, 2024 Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 5/15/2024 have been examined and are approved as recommended for payment.

Aaron BeMiller Approved by/Finance Director

Jun 12, 2024 Date

CITY OF OLYMPIA

5/31/2024

NET PAY: (SEMI MONTHLY) \$ 2,075,308.20

FIRE PENSION PAY: (MONTHLY) \$ -

TOTAL NET PAY: \$ 2,075,308.20

Semi-monthly Payroll Check Numbers: 94464 to 94474 \$ 4,656.42

Semi-monthly Payroll Direct Deposit: \$ 2,070,651.78

Manual Payroll Check Numbers: to \$ -

Manual Payroll Check Numbers: to \$ -

Monthly Fire Pension Check Numbers: to \$ -

Monthly Fire Pension Direct Deposit: \$ -

TOTAL NET PAY: \$ 2,075,308.20

Patricia Brassfield Prepared by:

6/11/2024 Date

Debbie Heilman Reviewed by:

6/11/2024 Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 5/31/2024 have been examined and are approved as recommended for payment.

Aaron BeMiller Approved by/Finance Director

Jun 12, 2024 Date



City Council

Approval of the Community Development Block Grant Program Year 2024 Annual Action Plan

Agenda Date: 6/18/2024
Agenda Item Number: 4.D
File Number:24-0525

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

Title

Approval of the Community Development Block Grant Program Year 2024 Annual Action Plan

Recommended Action

Committee Recommendation:

At the May 22nd, 2024, Community Livability and Public Safety Committee, the Committee recommended to forward to the full City Council for approval staff recommendations for allocation of new Community Development Block Grant Funds for Program Year 2024.

City Manager Recommendation:

Move to approve the Community Development Block Grant Program Year 2024 Annual Action Plan.

Report

Issue:

Whether to approve the Community Development Block Grant Program Year 2024 Annual Action Plan.

Staff Contact:

Anastasia Everett, CDBG Program Manager, Office of Community Vitality, 360.753.8277

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The City of Olympia is an entitlement community for the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. The CDBG Program is a formula award that supports community development activities to build stronger and more resilient communities. The CDBG Program is a tool for the City to meet strategic goals outlined in our One Community Plan and Housing Action Plan.

Every year the City must complete an Annual Action Plan (AAP) in accordance with the City's public participation plan outlining how CDBG funds will be used during the upcoming Program Year. The City's Program Year begins September 1st and ends August 31, annually. This public hearing is for the Program Year 2024 (PY24) period of performance, beginning September 1, 2024 and ending

August 31, 2025.

Each AAP must reflect the priorities set in the Consolidated Plan which is updated in partnership with Thurston County every five years. The Consolidated Plan outlines the priority needs in the region and includes extensive stakeholder and public engagement to set goals and objectives. In Program Year 2023, the City submitted its most recent Consolidated Plan update which was approved by HUD and will be implemented until Program Year 2027.

The AAP process starts in the spring with the issuance of a Request for Proposals (RFP) to the community. Local service providers can submit project proposals to include in the upcoming Program Year. This year, the RFP was launched March 11th and was open until April 5th. City staff advertised \$154,000 of CDBG funding to be available in the RFP. This figure reflects the anticipated PY24 entitlement allocation minus set asides and administrative costs.

The City received applications from seven service providers equaling over \$750,000 in requests for funding. The CDBG Program Manager recruited other City staff from various departments to participate in scoring the applications. Two of the applications were not within the period of performance and were not eligible for funding. City staff have prepared a draft AAP for upcoming Program Year 2024 (PY24) with funding recommendations in alignment with the 5-year Consolidated Plan (2023-2027).

The allocation for the City of Olympia CDBG award is \$347,049. There is \$20,594 available to allocate of prior year funding bringing up the total available PY24 funding to \$367,643. The City is also moving forward the funding in the Revolving Loan Fund to the current program year, which will be reflected in our anticipated resources. The recommended funding allocations are shown below:

Subrecipient	Project	Funding
Rebuilding Together Thurston County	Critical Home Repair	\$75,000
South Puget Sound Habitat for Humanity	Critical Home Repair	\$75,000
South Puget Sound Habitat for Humanity	Energize Olympia	\$46,273
Enterprise for Equity	Microenterprise Training	\$51,961
City of Olympia	Homeless Response	\$50,000
City of Olympia	Planning/Admin Costs	\$69,409
City of Olympia	Revolving Loan Fund	\$177,997

The City receives Program Income (PI) from repayments existing home rehabilitation loans. Rental rehabilitation PI is routed to the Revolving Loan Fund (RLF), which is reloaned to new rental rehabilitation projects. Single family homeowner PI is treated as entitlement funding and can be programmed to any eligible activity. City staff recommend any PI received during PY24 not routed to the RLF to be allocated to critical home repair activities. Staff recommendation is to award PI to Rebuilding Together Thurston County and South Puget Sound Habitat for Humanity evenly as PI is received.

The public comment period opened May 17th and will remain open until June 17th, 2024. A Public Hearing was held on June 4th, 2024. If approved by Council, the Annual Action Plan will be submitted to HUD no later than July 15th, 2024.

Climate Analysis:

CDBG is a flexible grant that can be used to support the City's climate goals. In 1980, the U.S. Congress gave the CDBG program a mandate to support energy efficiency and renewable energy technologies in property rehabilitation.

Typical energy efficiency activities funded by CDBG nationally include design features to public facilities improvements promoting energy efficiency. Activities may also include public energy conservation services, assistance to neighborhood-based organizations undertaking energy conservation projects, and the development of energy use strategies to achieve maximum energy efficiency.

The City of Olympia has invested a significant amount of CDBG funding into energy efficiency projects in the past several years. Examples of prior projects include solar installation, home weatherization, home electrification and energy-efficient heat pump installation. This year, the City recommends an award to the Energize Olympia campaign to install fully subsidized electric heat pumps to low- and moderate-income homeowners. The RLF is also available as a funding opportunity to property owners during the Energize Olympia campaign.

Equity Analysis:

CDBG funds must primarily benefit 80% or under Area Median Income (AMI) persons. There are statistically major disparities in income that tie to marginalized groups in our community. In the City of Olympia, the total population determined to be below the poverty line is 7,489 individuals out of our total population of 51,076. Poverty is more prevalent in some races and ethnicities in Thurston County. 15.5% of Black or African American residents are below the poverty level, compared to 9.1% white residents.

CDBG funding can be used in a variety of activities to improve accessibility for residents with disabilities in our community. Eligible activities include reconstruction of sidewalks to install ramps and rehabilitation of homes or public facilities to include the removal of architectural barriers to accessibility. Examples of projects funded in prior program years include critical home repair by our subrecipients, Rebuilding Together Thurston County and South Puget Sound Habitat for Humanity. Critical home repair projects funded include installation of handrails, wheelchair ramps and safety equipment in the home.

CDBG funds can also be used to provide energy efficiency upgrades to low- and moderate-income persons in the community, which for many years have been inaccessible to many families as the cost of energy improvements can be significantly higher than what is affordable. This use of funds helps close the disparity in who is able to benefit from high efficiency heat pumps or solar installation. Energy efficiency upgrades also often lower the cost of electricity for the homeowner or tenant, which reduces the utility burden on households.

City staff review the HUD GIS data for the City's census tracts and are exploring opportunities for direct outreach and targeting of census tracts that are overburdened and have higher poverty levels.

Neighborhood/Community Interests (if known):

CDBG funding is used to support Olympia residents at or below 80% AMI. CDBG funding priorities align with the 5-year HUD Consolidated Plan, and more specific goals are targeted annually in the AAP. Supporting low-moderate income Olympia residents is a high priority for the community, and CDBG funded projects help meet many of the City's goals outlined in the One Community Plan.

CDBG funding can benefit low-moderate income residents on an area basis (such as neighborhood improvements), limited clientele basis, or provide housing and jobs benefits.

Financial Impact:

The amount available to allocate for PY24 is \$367,643. The CDBG program also has \$177,997 in available funding for rental rehabilitation projects that will be completed during the Program Year.

Throughout the year, staff have worked hard alongside our federal lobbyist to highlight the merit of the CDBG program and its impact on the community. Unfortunately, the program continues to receive appropriation cuts and does not reflect the rising inflation rates. Impacts to decreased funding include reduced capacity for grant administration and fewer beneficiaries served annually.

Options:

1. Move to approve the CDBG PY24 AAP and direct staff to submit to HUD.
2. Provide staff with feedback on the CDBG PY24 AAP and direct staff to submit to HUD as amended.
3. Take action on this item at another Council meeting - risk noncompliance with HUD submission requirements.

Attachments:

Annual Action Plan

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

In this second year of the 2023-2027 Consolidated Plan, the City continues to prioritize funding activities with the highest needs according to the data and outreach collected during the Consolidated Plan update process. The City's CDBG Program Annual Action Plan features a range of activities, each intended to respond to the City's needs through economic development, housing support, and public services to support low- and moderate-income populations. The City has placed a special emphasis on supporting the needs of our community through committing the majority of our funding to housing preservation activities. The PY2024 proposed projects are as follows:

Rebuilding Together Thurston County	Critical Home Repair	\$75,000
South Puget Sound Habitat for Humanity	Critical Home Repair	\$75,000
Enterprise for Equity	Microenterprise Technical Assistance and Training	\$51,961
South Puget Sound Habitat for Humanity	Energize Olympia	\$46,273
City of Olympia	Homeless Response Outreach	\$50,000
City of Olympia	Planning and Administrative Costs	\$69,409

Table 1 - PY24 Projects

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis, or the strategic plan.

CDBG funds are targeted to support existing City plans such as the One Community Plan and Housing Action Plan. The City's Housing Action Plan identifies housing gaps and actions to address barriers to affordable housing. The City faces major setbacks to availability of affordable housing, especially among People of Color. In Thurston County, POC have lower incomes, are less likely to own their home, are more likely to be housing cost-burdened, and are more likely to experience homelessness. Policies that have led to these outcomes include redlining, zoning regulations, deed restrictive covenants, and other racial housing discrimination. The City is working diligently with a variety of stakeholders to address inequitable policies and procedures and to expand access to affordable housing for underserved populations.

The City of Olympia has identified six actions that will be implemented as a part of its Housing Action Plan, listed below:

1. Increase the supply of permanent, income-restricted affordable housing.
2. Make it easier for households to access housing and stay housed.
3. Expand the overall housing supply by making it easier to build all types of housing projects.
4. Increase the variety of housing choices.
5. Continually build on resources, collaboration, and public understanding to improve implementation of housing strategies.
6. Establish a permanent source of funding for low-income housing.

In 2018, the City passed the Home Fund Levy which meets strategic goal number 6 and provides an annual dedicated source of funding for affordable housing. The City continues to take action to meet other strategic goals. According to the Consolidated Plan, preservation of existing affordable housing has been identified as one of the most impactful activities in our community. The Annual Action Plan reflects this by allocating a large portion of our formula award to critical home repair activities. The City utilizes the CDBG program as a tool to

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City's CDBG program has made great strides to meet goals set up in past Annual Action Plans and Consolidated Plans.

The City's CDBG program is consistently timely with its spenddown and continues to provide technical assistance to subrecipients to build capacity in administering CDBG funding. Local service providers continue to expand capacity to reach more LMI households in the community. Performance measures related to housing activities have increased dramatically over the past five-year Consolidated Plan.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City is holding a briefing at the Affordable Housing Advisory Board on May 16th, 2024, allowing for public involvement in proposed PY 24 projects. City staff are presenting the draft AAP to the Community Livability and Public Safety Committee on May 24th. A 30-day public comment period will be open from May 17-June 17. Public outreach efforts will include a news release, a newspaper ad printed in the local paper, and social media posts from the City. A public hearing and opportunity to provide testimony on the draft AAP is scheduled for June 4, 2024. Consideration of approval of the draft AAP is scheduled for June 18, 2024.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

To be updated after public comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

To be updated after public comment period.

7. Summary

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Olympia	
CDBG Administrator	Olympia	Department of Community Vitality
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 2 – Responsible Agencies

Narrative

The CDBG Program Manager in the Office of Community Vitality prepares each Annual Action Plan and is the point of contact for the City's Consolidated Plan.

Consolidated Plan Public Contact Information

Anastasia Everett
CDBG Program Manager
aeverett@ci.olympia.wa.us
360.233.6197

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City consulted with a variety of stakeholders and constituents during the 2023-2027 Consolidated Plan update. Each Annual Action Plan during this period will reflect the findings of the outreach and research in the Consolidated Plan. In development of the Annual Action Plan, City staff regularly participate in Regional Housing Council meetings and discuss priority housing needs in the community. City staff also participate in the regional Housing Action Team, a group of housing providers and government employees to discuss capacity building and services needed for LMI residents.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City’s participation in these coordinating bodies allowed the City to receive valuable input from a broad range of service providers.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Thurston County Continuum of Care (COC) is the body that addresses the needs of homeless people in all populations. The COC is also directly aligned with Coordinated Entry Team that engages in an ongoing system improvement work to seek, develop and adopt best practices for serving homeless people. City staff meets with the COC regularly to ensure goals are aligned and efforts to address homelessness are compounded but not duplicated. The housing projects funded this program year are directly targeted to prevent housing insecurity and meet the goals of the COC.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction’s area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The Thurston Thrives Coordination Council works directly with the Regional Housing Council to develop recommendations on how best to invest all state and local funds including ESG funds. The TTCC also works closely with the Coordinated Entry Team to strengthen HMIS administration and reporting.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 3 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Thurston County Continuum of Care
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency Child Welfare Agency Publicly Funded Institution/System of Care Other government - Federal Other government - State Other government - County Other government - Local Regional organization Planning organization

<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs HOPWA Strategy Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy</p>
<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	

2	Agency/Group/Organization	Regional Housing Council
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency Child Welfare Agency Publicly Funded Institution/System of Care Other government - Federal Other government - State Other government - County Other government - Local Regional organization Business Leaders Civic Leaders Business and Civic Leaders

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City participated in strategic regional policy to help coordinate all public funding.
3	Agency/Group/Organization	Thurston Regional Planning Council
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Other government - State Other government - County Other government - Local
	What section of the Plan was addressed by Consultation?	Broadband service providers strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	TRPC was consulted during the Consolidated Plan process to strategize broadband services.
4	Agency/Group/Organization	HOUSING AUTHORITY OF THURSTON COUNTY
	Agency/Group/Organization Type	PHA

What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Housing Authority was consulted during the Consolidated Plan process to provide housing market data, public housing data, review of inventory and housing vouchers, and to help identify the priority needs and goals for the Consolidated Plan.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Thurston County	Each plan emphasizes the inter-relationship of housing, shelter, supportive services and economic opportunity for all low- and moderate-income people.

Table 4 - Other local / regional / federal planning efforts

Narrative

City staff continue to follow the priorities and needs identified in the Consolidated Plan. The consultation process for the Consolidated Plan update and creation of the Annual Action Plan has been extensive. City staff have worked alongside County staff and consultants in order to collect data that accurately reflects the needs of our community.

AP-12 Participation - 91.401, 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The Annual Action Plan has a 30-day public comment period, a Public Hearing, a briefing at the community Affordable Housing Advisory Board, and briefing at the City's Community Livability and Public Safety committee. Goal-setting has been influenced by the Consolidated Plan update for 2023-2027.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)

Table 5 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City has made a great effort in expending prior program year unspent funds and is now timely in its expenditures and continues to meet

performance measure timelines and project milestones with all subrecipients.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	362,353	179,411	20,594	562,358	1,158,000	In PY24, the funding available for allocation is the annual allocation, \$20,594 in prior year resources that are available from two activities being completed under budget. There is \$179,411 recorded as Program Income, however \$177,997 is existing funding that is reserved for the City's revolving loan fund for rental rehabilitation projects. The remaining PI is anticipated from housing loan repayments. The total available to allocate to PY24 activities is \$367,643. Entitlement funds, prior year resources from projects coming under budget, existing funding in the revolving loan fund and anticipated program income.

Table 6 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

All housing related projects outlined in the Annual Action Plan aside from the Revolving Loan Fund are being partially funded with PY24 CDBG

funding. The subrecipients will be contributing staff time, resources, and materials to complete the agreed upon projects. Neither the city nor the organizations could have completed these goals independently of one another. The partnering agencies will be seeking outside donations and/or other state and local funds to fill the budget gaps to serve low/mod income homeowners and renters. Additionally, CDBG funds are used to leverage state funding for the Energize Olympia campaign.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

Discussion

The City will pursue all potential leverage to ensure maximum leverage of local, state and federal funding sources.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preserve and Improve Existing Affordable Housing	2023	2027	Affordable Housing Homeless Non-Homeless Special Needs	City of Olympia	Housing Services	CDBG: \$246,273	Public service activities for Low/Moderate Income Housing Benefit: 40 Households Assisted Rental units rehabilitated: 3 Household Housing Unit Homeowner Housing Rehabilitated: 10 Household Housing Unit
2	Improve Housing and Economic Outcomes	2023	2027	Homeless Non-Homeless Special Needs	City of Olympia	Community and Economic Development	CDBG: \$51,961	Businesses assisted: 8 Businesses Assisted

Table 7 – Goals Summary

Goal Descriptions

1	Goal Name	Preserve and Improve Existing Affordable Housing
	Goal Description	The City prioritizes this goal with CDBG funding allocations. Critical home repair and preservation activities are undertaken by two subrecipients for homeowner rehabilitation and one internal program for rental rehabilitation. In PY24, the City is also funding an energy efficiency program to provide fully subsidized heat pump installations for LMI households. The City is also funding a public service for homeless response providing outreach and resources for residents experiencing homelessness.
2	Goal Name	Improve Housing and Economic Outcomes
	Goal Description	The City is funding a subrecipient to provide microenterprise assistance to LMI businessowners and prospective business owners. This program focuses on outreach for underrepresented communities such as Black and Brown businesses and LGBTQIA+ businesses.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The City continues to prioritize funding of activities that support the preservation of existing affordable housing stock.

#	Project Name
1	Housing Rehabilitation
2	Economic Development
3	Public services
4	Planning and Administrative
5	Revolving Loan Fund

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Priorities and allocations are determined by the data collected during the 2023-2027 Consolidated Plan update and public process.

AP-38 Project Summary
Project Summary Information

1	Project Name	Housing Rehabilitation
	Target Area	City of Olympia
	Goals Supported	Preserve and Improve Existing Affordable Housing
	Needs Addressed	Housing
	Funding	CDBG: \$210,000
	Description	Rehabilitation and preservation for homeowners, rental units. Activities to be carried out by grantee and subrecipients.
	Target Date	9/1/2025
	Estimate the number and type of families that will benefit from the proposed activities	Activities undertaken by subrecipients and the City as a grantee estimates approximately 15 homeowner units and 3 rental units that will be rehabilitated.
	Location Description	Across the City of Olympia
	Planned Activities	Critical Home Repair by South Puget Sound Habitat for Humanity; Critical Home Repair by Rebuilding Together Thurston County; Energize Olympia - Subsidized electric heat pump campaign; Revolving Loan Fund - Rental rehabilitation.
2	Project Name	Economic Development
	Target Area	City of Olympia
	Goals Supported	Improve Housing and Economic Outcomes
	Needs Addressed	Community and Economic Development
	Funding	CDBG: \$51,961
	Description	Economic development activities to be carried out by subrecipients.
	Target Date	9/1/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 8 businesses will complete microenterprise assistance training.
Location Description	Across the City of Olympia	

	Planned Activities	Microbusiness development and strengthening through and provision of technical assistance and training services (Cohort based Business Readiness Workshops and Business Planning Programs, Individual Coaching, Industry and business topicspecific webinars and workshops, and loan preparation).
3	Project Name	Public services
	Target Area	City of Olympia
	Goals Supported	Improve Housing and Economic Outcomes
	Needs Addressed	Services
	Funding	CDBG: \$50,000
	Description	Public services to be undertaken by subrecipients and the City as a grantee.
	Target Date	9/1/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 40 community members experiencing homelessness will receive outreach and resources.
	Location Description	Encampments across Olympia.
	Planned Activities	Homeless response by the City of Olympia. Activities include connecting to housing service providers, coordinated entry intake, emergency weather preparation and assistance, urgent supply distribution.
4	Project Name	Planning and Administrative
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$72,400
	Description	Planning and administrative costs for the CDBG program.
	Target Date	9/1/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A

	Location Description	N/A
	Planned Activities	N/A
5	Project Name	Revolving Loan Fund
	Target Area	
	Goals Supported	Preserve and Improve Existing Affordable Housing
	Needs Addressed	Housing
	Funding	CDBG: \$177,997
	Description	Provide rental rehabilitation loans to landlords of low and moderate income rental units to provide health and safety, home preservation, and energy efficiency updates and repairs.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Estimated 3 families will receive benefit this year.
	Location Description	
	Planned Activities	

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Services are provided throughout the entitlement community. Homeowner rehabilitation is prioritized in low-income census tracts and those with minority concentrations according to City and HUD GIS mapping tools.

Geographic Distribution

Target Area	Percentage of Funds
City of Olympia	100

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Discussion

The City continues to work on updating GIS systems to reflect underserved and overrepresented communities in poverty. The City is considering undertaking a local income survey to collect better data on what census tracts are most vulnerable.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Olympia has made great strides in confronting barriers to producing and preserving multi-family rental units but more work is needed to produce homeownership units and to remove barriers that low-income households face in accessing those units. Increasing homeownership provides a unique opportunity to equitably provide affordable, sustainable, healthy and safe housing while assisting low and moderate-income households to begin building wealth and exiting poverty. The three key barriers to homeownership that still exist are the reduced organizational capacity of housing developers to create new homeownership housing, insufficient availability of financing and subsidies needed to produce new housing, and insufficient availability of resources needed to purchase a house. These barriers are present in Olympia but also seen statewide and have been called out in Homestead Community Land Trust's Closed Doors report, the Black Home Initiative, and the State's Homeownership Disparities Work Group study.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In recent years the City of Olympia has taken several actions to address and mitigate barriers to affordable housing production and preservation. Some of these measures are briefly described below.

1. Dedicated Funding Source:

In 2018, voters approved a ballot measure that created the Home Fund, a local funding source that is solely used for the construction and preservation of housing units affordable to Olympia residents whose incomes do not exceed 60% of area median income by household size. The funding originates from the collection of one-tenth of one percent sales and use tax. Until 2023, funding awards were made by an Olympia Home Fund board comprised of residents with knowledge and expertise in the affordable housing field. From 2018 through 2022, Olympia's Home Fund supported the creation of approximately 130 permanent rental units.

In 2022, Thurston County adopted its own Home Fund and in 2023, the Olympia and Thurston County Home Funds were merged, thereby creating a local funding mechanism that offers an anticipated \$8 million annually toward the construction and preservation of affordable

housing in Thurston County. In 2023, seven projects that will produce 137 new units of housing by 2027 were awarded funds.

Funding awards for the newly merged Home Fund are now recommended by a citizen advisory board known as the Thurston Affordable Housing Advisory Board. The board is comprised of residents of Olympia, Lacey, Tumwater, and Yelm. Board members have a wide range of expertise in the affordable housing field. In establishing the board, priority was placed on including board members with lived experience of homelessness or housing insecurity. Priority was also placed on individuals who represent a population which is overly represented in Thurston County's Homeless Crisis Response Plan. Examples of such populations are Black, Hispanic, and LGBTQIA+.

2. Housing Action Plan

The cities of Olympia, Lacey, and Tumwater partnered with Thurston Regional Planning Council (TRPC) in 2021 to create Housing Action Plans. Because the cities are so closely geographically located and operate within the same housing market constraints, the decision was made for each city's plan to include the same six strategies for increasing the production and preservation of affordable housing. The strategies are:

- Increase the supply of permanently affordable housing for households that make 80 percent or less of the area median income.
- Make it easier for households to access housing and stay housed.
- Expand the overall housing supply by making it easier to build all types of housing projects.
- Increase the variety of housing choices.
- Continually build on resources, collaboration, and public understanding to improve implementation of housing strategies.
- Establish a permanent source of funding for low-income housing.

Cities then individually identified several actions their jurisdiction would take to support these six broad strategies. The City of Olympia's Housing Action Plan includes 71 actions. Staff across the organization recognize the need for affordable housing and work collaboratively to carry out the Housing Action Plan.

Discussion

The City of Olympia has extensively gathered and analyzed data and engaged our residents to assess the community's housing needs. The City pursued a Missing Middle Initiative, an effort to increase housing production and range of housing options by allowing more than one housing unit per lot. The City engaged Olympians on the issue of homelessness and from the engagement emerged the One Community plan, a roadmap

for addressing homelessness. A Housing Needs Assessment identified, among other things, the need for more housing production and preservation and a need for a range of housing types to meet current and anticipated demand. The 2023-2027 Consolidated Plan deepened our knowledge about housing need and instability in Olympia. It provided data on the cost to produce and preserve housing as well as data on housing cost burden. The Assessment of Fair Housing highlighted populations of our community who experience barriers to accessing housing, housing insecurity, housing cost burden and ongoing disparities in homeownership.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City, through non-profit agencies supported with state funding will continue its outreach particularly to homeless individuals and families to connect them to employment and education opportunities through the variety of programs that are available in the community.

The City will continue its efforts in creating effective partnerships with service delivery agencies and other jurisdictions within its boundaries to implement countywide programs and activities that strengthen our capacity to address the needs of low-income households.

Actions planned to address obstacles to meeting underserved needs

The City through the funded non-profit agencies will continue its outreach particularly to homeless individuals and families to connect them to employment and education opportunities through the variety of programs that are available in the community. The City is also actively pursuing state and federal funding to address obstacles to affordable housing.

Actions planned to foster and maintain affordable housing

Actions planned to reduce lead-based paint hazards

The City will continue its efforts in creating effective partnerships with service delivery agencies and other jurisdictions within its boundaries to implement countywide programs and activities that strengthen our capacity to address the needs of low-income households.

The City, through the Housing Action Team and Regional Housing Council, will continue to create partnerships for the ongoing development of affordable housing in our community. A working group of the Housing Action Team is the Affordable Housing Team, which is comprised of local affordable housing providers, local jurisdiction staff, and other interested private sector parties. The group works to focus collaborative action to create, preserve and diversify affordable and equitable housing through advocacy, education, and leadership.

Actions planned to reduce the number of poverty-level families

The Regional Housing Council (RHC), representing the jurisdictions of Thurston County, Olympia, Lacey, Tumwater, and Yelm all pledge a portion of local sales tax revenue collected by the jurisdictions to support health and human services agencies throughout the County. For the past several years, the RHC has directed these funds to be used to fund local non-profit agencies that address "basic needs"

including food and meal programs, personal hygiene, childcare, and other emergency needs to support low-income households.

Actions planned to develop institutional structure

In January 2021, Thurston County and the Cities of Olympia, Lacey, Tumwater, and Yelm, signed an Interlocal Agreement to form the Regional Housing Council (RHC). The RHC replaces the Health and Human Services Council and creates a more intentional focus on addressing affordable housing and homelessness as a region. The primary purpose of the RHC is to leverage resources and partnerships through policies and projects that promote equitable access to safe and affordable housing.

The Thurston Thrives Housing Action Team and its sub teams, including Affordable Housing; Homeless Housing Hub; Affordable Rental Housing; Manufactured Housing Work Group; and Senior Housing, will continue to build new partnerships to enhance our planning environment. These teams provide valuable information to our local planning bodies regarding the development of affordable housing and needed public services.

Actions planned to enhance coordination between public and private housing and social service agencies

The Housing Action Team is again the key county focus on the activities in this area. The HAT forum brings together non-profits, government and private sector developers in a unique manner that solicits input for the greater community wellbeing.

Discussion

The City will continue to solicit the input from existing community members, local not for profit agencies and private sector businesses to create a stronger, healthier community.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

The City continues to use its CDBG funding to benefit low- and moderate-income community members. The City utilizes contingency projects to avoid program income not being allocated to any projects. The overall benefit period for this Annual Action Plan is 2024, 2025, 2026.



City Council

Approval of a Bid Award for 2024 Pavement Preservation (Chip Seal) Project

Agenda Date: 6/18/2024
Agenda Item Number: 4.E
File Number:24-0515

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

Title

Approval of a Bid Award for 2024 Pavement Preservation (Chip Seal) Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to award the construction contract to Doolittle Construction, LLC, in the amount of \$1,226,480.00 and authorize the City Manager to execute the contract.

Report

Issue:

Whether to award the construction contract to Doolittle Construction, LLC, in the amount of \$1,226,480.00 and authorize the City Manager to execute the contract.

Staff Contact:

Dave Rosen, P.E., Project Engineer II, Public Works Engineering, 360.753.8576

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

This project will install chip and fog seal pavement treatments on several streets:

- Cooper Point Road, from Harrison Avenue to 14th Avenue NW
- Legion Way, from Plum Street to Boundary Street
- State Avenue and South Bay Road, from Wilson Street to the north city limit

Approval of this bid award will allow us to proceed to construction. Construction should start in early July and end in late September 2024.

Climate Analysis:

The chip and fog seals, as well as the plastic striping, make our streets safer. This could encourage

more people to walk and bike, which can reduce greenhouse gas emissions. The pavement preservation also extends the life of the pavement reducing the amount of construction materials needed in the long run.

Equity Analysis:

The chip and fog seals, as well as the plastic striping, make our streets safer. Safer streets mean more people have mobility choices, especially greater ability to walk and bike, which is important for those who can't drive due to ability or cost.

Neighborhood/Community Interests (if known):

Completion of this project will have the following impacts on the community through implementation of the Least Cost Strategy for pavement preservation:

- Applying the right treatment to the right street at the right time will prolong the pavements life cycle by using strategic maintenance and intermediate low-cost treatments.
- This strategy allows us to defer reconstruction costs and get more value from the existing pavement.
- Stretches the available funding for pavement preservation.

The community should expect delays for people driving, biking, and walking throughout the time construction is happening. The City will communicate with citizens, emergency responders, schools, Intercity Transit, and other stakeholders about the schedule and traffic impacts through Twitter, media releases, and postcards.

Financial Impact:

This project is identified in the Capital Facilities Plan. Funding for the project comes from Real Estate Excise Tax (\$280,000) and Transportation Benefit District (\$1,500,000).

The low bid of \$1,226,480.00 is more than 1% below the Engineer's estimate. There are sufficient funds in the budget to complete this project.

Overall Project Costs

Total Low Bid:	\$1,226,480.00
Contingency to Award (10%):	\$122,648.00
Engineering: Design, Inspection, Consultants	\$ 288,000.00
Total Estimated Project Cost:	\$ 1,637,128.00
Available Project Funding:	\$1,780,000.00

Options:

1. Award the construction contract to Doolittle Construction, LLC, in the amount of \$1,226,480.00, and authorize the City Manager to execute the contract. The project proceeds as planned.
2. Reject all bids and direct staff to rebid the project. The time needed to rebid will delay construction until 2025. The cost may increase due to increased staff time to rebid the project. Further, additional pavement deterioration and preparation work may be required because of the delay.
3. Take other action.

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

Attachments:

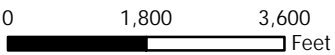
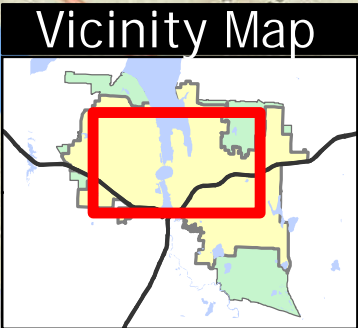
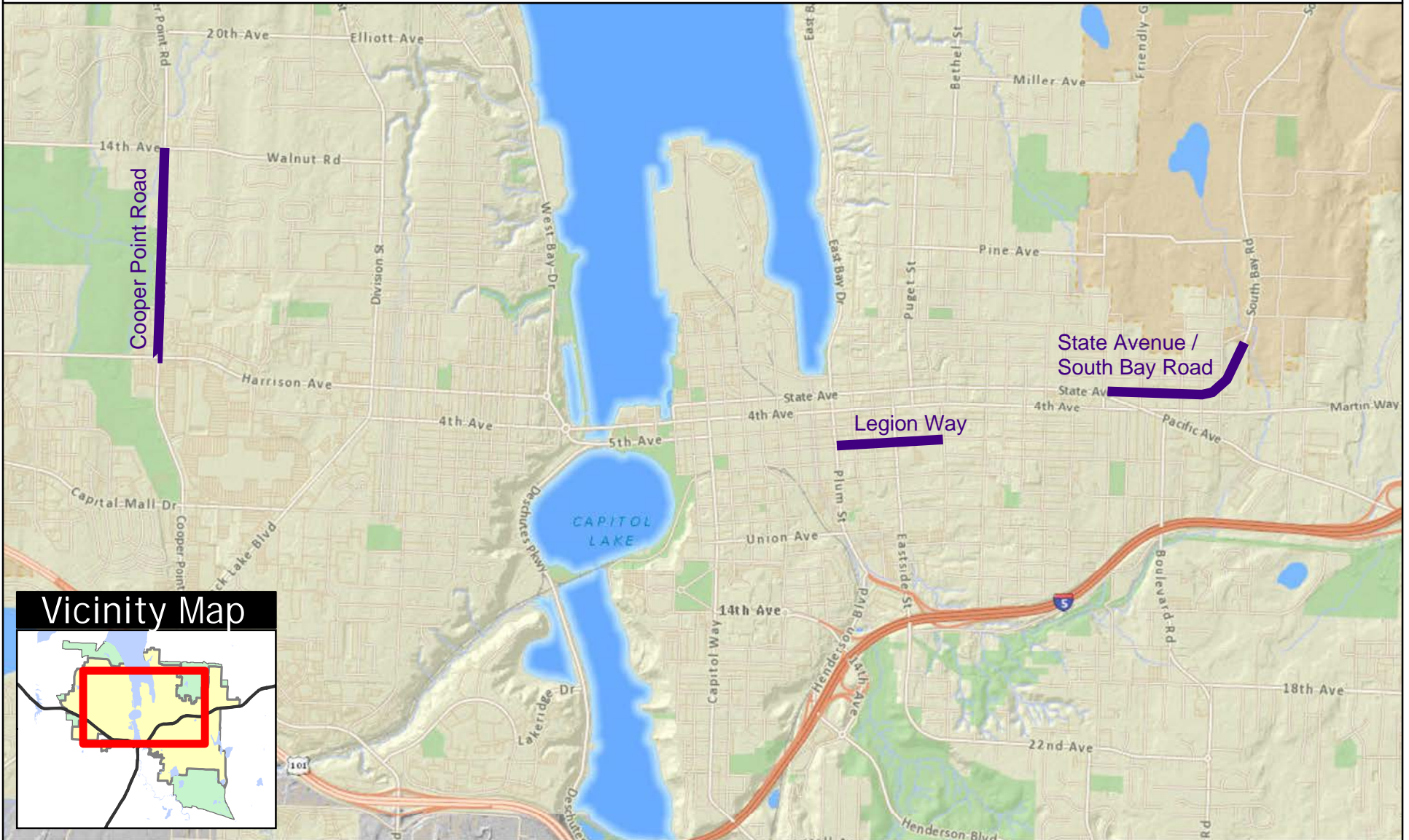
Vicinity Map

Summary of Bids



2024 Pavement Preservation (Chip Seal)

Project #PRJ-23-000184



Map printed 5/30/2024

For more information, please contact:
Dave Rosen, Project Engineer II
(360) 753-8576

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



SUMMARY OF BIDS RECEIVED



Project Name: 2024 Pavement Preservation (Chip Seal)

Project Number: PRJ-23-000184

Bid Opening Date: 5/28/2024

ENGINEER'S ESTIMATE	CITY OF OLYMPIA	\$ 1,426,971.00
Bid #1	Doolittle Construction	\$ 1,226,480.00
Bid #2	Lakeside Industries	\$ 1,459,839.00
Bid #3	Granite Construction	\$ 1,509,151.00



City Council

Approval of a Resolution Directing the City Manager to Reject All Bids and Re-advertise the Fones Road Project

Agenda Date: 6/18/2024
Agenda Item Number: 4.F
File Number:24-0514

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

Title

Approval of a Resolution Directing the City Manager to Reject All Bids and Re-advertise the Fones Road Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution directing the City Manager to reject all bids and re-advertise the Fones Road Project.

Report

Issue:

Whether to approve a Resolution directing the City Manager to reject all bids and re-advertise the Fones Road Project.

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Fones Road SE is an important travel corridor connecting southeast Olympia to Interstate 5 and to downtown Olympia via Pacific Avenue SE. The condition of the road is poor and bicycle and pedestrian facilities are non-continuous, missing, or in poor condition. Fones Road SE includes a connection with the Karen Fraser Woodland Trail which requires modifications to improve safety for those using the trail.

This project is focused on non-motorized improvements that will encourage and enhance multimodal travel along Fones Road SE, making it a "Complete Street."

Funding and DBE Requirements

Funding for this project includes four grants from the Federal Highway Administration (FHWA). Conditions of the grant include meeting a Disadvantaged Business Enterprise (DBE) goal established by the Washington State Department of Transportation (WSDOT). The proposal must include documentation showing how the contractor intends to achieve this goal.

Contract specification 1-02.13 states in part that, “A Proposal will be considered irregular and will be rejected if...The Bidder fails to submit or properly complete DBE documentation forms.”

When a DBE goal is established, the City must obtain concurrence from WSDOT’s Office of Equal Opportunity prior to awarding the contract. Historically, WSDOT has rejected bidders with very minor irregularities in the DBE documentation.

Bid Irregularities

Staff reviewed the bids provided by the lowest bidder and the second lowest bidder, which revealed errors in both bid submittals.

Should the City award to either bidder, FHWA funding may be in jeopardy. If this were to occur, the City would not have sufficient funds to complete the project.

Selecting the lowest or second lowest bidder or rejecting both and awarding to the next lowest bidder could lead to litigation and delay the project.

The City has the discretion to reject all bids. For that reason, rejecting all bids and re-advertising is the route that has the least chance to involve the City in litigation and significant project delay.

There is sufficient time to re-advertise the project and seek new bids. Staff recommends rejecting all bids and re-advertising the project.

Climate Analysis:

Not applicable to this action.

Equity Analysis:

Not applicable to this action.

Neighborhood/Community Interests (if known):

None. The project will continue to move forward with a minor delay associated with amount of time needed to re-advertise the project.

Financial Impact:

The project is fully funded. The additional cost to re-advertise will be within anticipated project contingency.

Options:

1. Approve a Resolution directing the City Manager to reject all bids and re-advertise the Fones Road Project.
 - The City will start the project later this summer.

- There are minor additional costs to re-bid the project.
 - This approach is considered to have the least litigation risk, because the City reserved the right to reject all bids.
2. Direct staff to take all steps necessary to award the Fones Road Project to the low bidder and waive non-responsive DBE Form issues.
 - Two protests have already been received and there is significant risk of litigation.
 - The City is required to obtain WSDOT concurrence for award to a contractor who submitted non-responsive DBE Forms.
 - WSDOT may withhold concurrence, jeopardizing grant funding.
 3. Direct staff to take all steps necessary to award the Fones Road Project to the next lowest responsive and responsible bidder.
 - There have been two bid protests and there is significant threat of litigation.

Attachments:

Resolution

Vicinity Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
DIRECTING THE CITY MANAGER TO REJECT ALL BIDS FOR THE FONES ROAD PROJECT
AND READVERTISE THE PROJECT**

WHEREAS, the City has completed project design, acquired all necessary right of way, published bid documents, and opened bids for the Fones Road project; and

WHEREAS, the project is funded, in part, with grants from the Federal Highway Administration that require bidders to include documentation that to ensure they will meet a Disadvantaged Business Enterprise Utilization goal established by the Washington State department of Transportation; and

WHEREAS, City staff determined the low and second lowest bidders to be non-responsive due to errors in their DBE utilization documents; and

WHEREAS, City staff recommends that City Council reject all bids and readvertise the project.

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

1. The Olympia City Council hereby directs the City manager to take all necessary steps to reject all bids and re-advertise the Fones Road project; and
2. This Resolution is effective upon passage.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

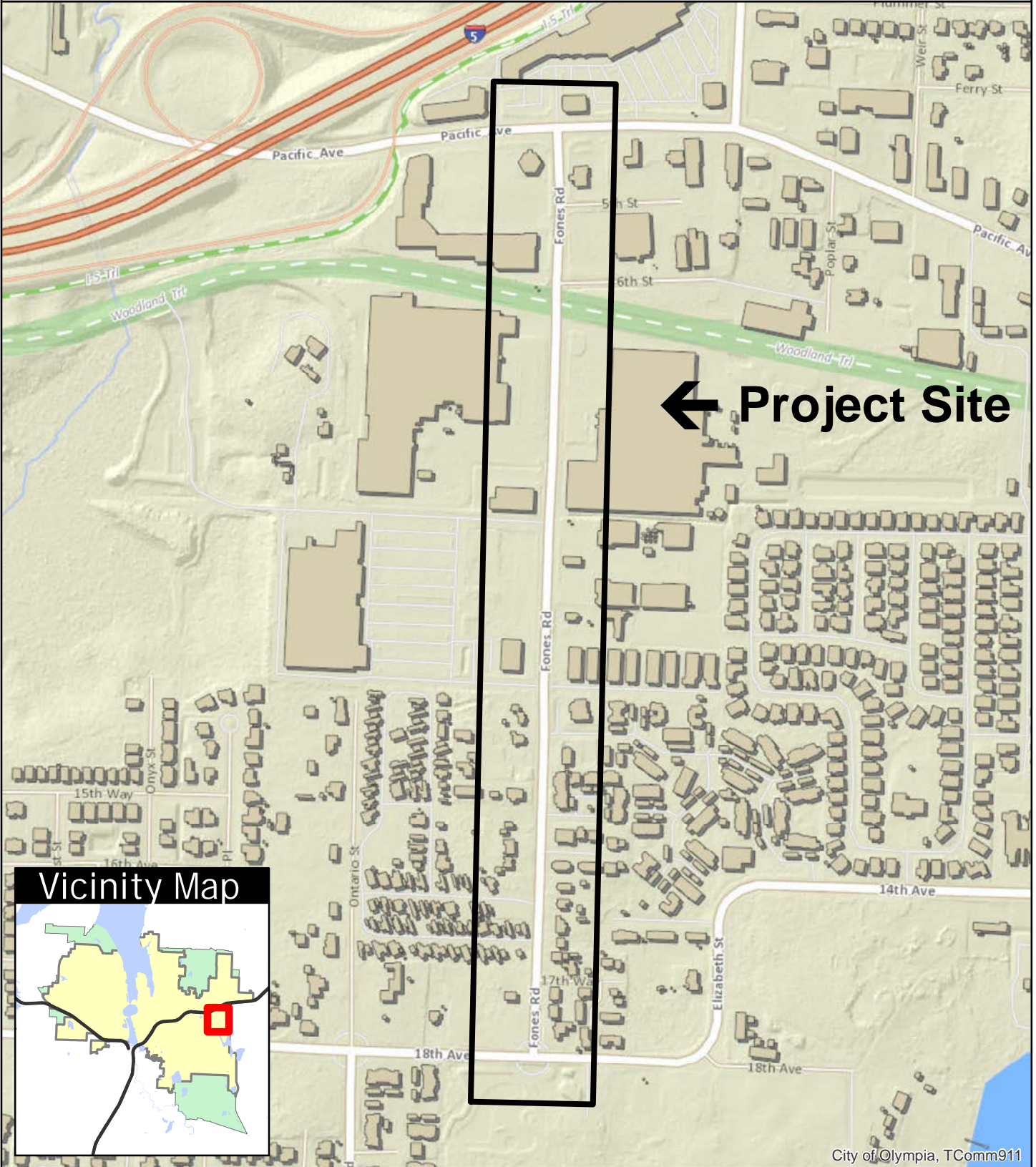


DEPUTY CITY ATTORNEY



Fones Road Vicinity

Project #1928G



← **Project Site**

Vicinity Map



City of Olympia, TComm911

0 250 500
 Feet 1 inch = 500 feet

Map printed 6/4/2019
 For more information, please contact:
 Jim Rioux, Project Manager
 jrioux@ci.olympia.wa.us
 (360) 753-8484.

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





City Council

Approval of a Resolution Authorizing a Lease Agreement with Catholic Community Services for Quince Street Village

Agenda Date: 6/18/2024
Agenda Item Number: 4.G
File Number:24-0516

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

Title

Approval of a Resolution Authorizing a Lease Agreement with Catholic Community Services for Quince Street Village

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing a Lease Agreement between the City of Olympia and Catholic Community Services for Quince Street Village.

Report

Issue:

Whether to approve a Resolution authorizing a Lease Agreement between the City of Olympia and Catholic Community Services for Quince Street Village.

Staff Contact:

Darian Lightfoot, Director of Housing and Homeless Response, 360.280.8951

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

In April 2020, the City contracted with Catholic Community Services (CCS) to operate and manage the site. Over time, many site and service improvements have been added, including construction of tiny home units to replace tents, hygiene units with plumbed restroom facilities, and data entry of

participants into Homeless Management Information System (HMIS) to track outcomes.

In October 2021, the City used American Rescue Act funds to purchase the former Quality Inn property located at 1215 Quince Street. Site preparation and infrastructure was mostly completed in August 2022 and allowed for people to transition to the new site from downtown. Moving the site included expanding the number of residents served from 80-100. This expansion allowed the Homeless Response team to close Ensign Rd and transition residents to more stable and safe housing.

The City intends to continue operating Quince Street Village as temporary housing for previously unhoused residents. CCS provides oversight and case management for all 100 residents with the goal of finding permanent housing that best fits their needs.

The City will include this site in its land banking portfolio to leverage affordable housing development adding to the desperately needed low-income housing in the community upon conclusion of the temporary housing needs.

Climate Analysis:

No additional impact noted in this agreement.

Equity Analysis:

Quince Street Village is a low-barrier village meaning there are few exclusions that would prohibit a person from obtaining access to a tiny home. This includes previous evictions, mental illness, substance use, etc. People with higher acuity are often those who are chronically homeless and are a part of a marginalized community. Quince Street allows those residents with compounding barriers to access multiple services without having to navigate them independently. Catholic Community Services has a wonderful reputation in the community of providing equitable service delivery and supporting the residents in Olympia with the greatest need.

Neighborhood/Community Interests (if known):

There is significant public interest in homelessness and the City's homeless response efforts. Catholic Community Services connects with neighborhood residents and business owners frequently about community impacts and opportunities for engagement. Staff have work with law enforcement and surrounding businesses to lessen the congregation in the neighboring parking lots and mitigating community impacts. High staff turnover by providers in this field of work can sometimes lead to miscommunication and a lapse in engagement. City staff are working to create processes to help address that and keep neighbors informed and community meeting more consistent.

Financial Impact:

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

Options:

1. Move to approve to approve a Resolution Authorizing a Lease Agreement with Catholic Community Services for the Quince Street Tiny Home Village Tiny.
2. Modify the lease agreement before moving to approve a Resolution Authorizing a Lease

- Agreement with Catholic Community Services for the Quince Street Tiny Home Village.
3. Do not approve a Resolution Authorizing a Lease Agreement with Catholic Community Services for the Quince Street Tiny Home Village, directing staff to take other action.

Attachments:

Resolution

Agreement

RESOLUTION NO. _____

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

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

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

WHEREAS, the City owns certain real property commonly located at 1215 Quince Street SE, Olympia, Washington, consisting of approximately 1.41 acres (the Property) that has suitability for use as a tiny house/shelter village; and

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

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

WHEREAS, the City Council determines it to be in the best interest of the residents of the City of Olympia to lease to Catholic Community Services of Western Washington, a portion of the property commonly located at 1215 Quince Street SE, Olympia, for the sole purpose of using it for a tiny house/shelter village;

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

1. The Olympia City Council hereby approves the form of Lease Agreement between the City and Catholic Community Services of Western Washington to lease to Catholic Community Services a portion of the property commonly located at 1215 Quince Street SE, Olympia, Washington, for a tiny house/shelter village upon the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Lease Agreement, and any other documents necessary to execute said Agreement, and to make any minor amendments or modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

LEASE AGREEMENT

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

RECITALS

Lessor is the owner of certain real property commonly located at 1215 Quince Street SE (formerly 1211 Quince Street SE), in Olympia, Thurston County, Washington, consisting of approximately 1.41 acres (61,420 square feet) and legally described on Exhibit "A" attached hereto, and generally shown on a vicinity sketch attached as Exhibit "B" to this Lease, subject to Lessor's exclusion of certain areas from the Lease as depicted on Exhibit "B-1," all of which exhibits are attached hereto and incorporated herein.

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

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

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

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

TERMS AND CONDITIONS

1. **Leased Property.** Lessor agrees to lease to Lessee the property located at 1215 Quince Street SE in Olympia, Thurston County, Washington, legally described as shown on Exhibit "A" and generally located as shown on a vicinity sketch attached as Exhibit "B," subject to Lessor's exclusion of certain areas as depicted on Exhibit "B-1" which shall be retained by Lessor for the Indian Creek stream buffer area for flood protection and habitat enhancement, all of which exhibits are attached hereto and by this reference incorporated herein. The Leased Property described in this Paragraph 1 is collectively referred to in this Lease as the "Property."

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

3. Term. The term of this Lease shall be until June 30, 2025, and may be renewed for an additional term upon mutual written agreement of the Parties, subject to the terms herein and any written modifications or amendments. In the event Lessee ceases to use the Property for the express purpose stated herein, the tenancy shall automatically terminate without further notice and the Lessee shall be required to vacate the Property. Lessor or Lessee may terminate this lease with ninety (90) days' written notice to the other Party, with or without cause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Acknowledgment and Acceptance.

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

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

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

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

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

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

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

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

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

10.3 Environmental. Lessor asserts that there are no known hazardous substances or materials as defined under RCW 70A.305, RCW 64.44.010, WAC 246-205, and other current and future applicable federal and state regulations and laws ("**Hazardous Substances**") on the Leased Property at the time of the Effective Date.

Lessee shall not cause or permit any Hazardous Substances to be brought upon, kept, or used in or about, or disposed of on the Leased Premises by Lessee, its employees, officers, agents, contractors, customers, clients, visitors, guests, or other licensees or invitees, except in strict compliance with all applicable federal, state, and local laws and regulations. If Lessee breaches the foregoing obligations, then Lessee shall indemnify, defend, and hold Lessor harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and expenses (collectively, "Loss") arising out of the release of Hazardous Substances on, under, above, or about the Leased Property by Lessee, except for any release of any Hazardous Substance on, under, above, or about the Leased Property caused or contributed by Lessor, or any employee, agent, or contractor of Lessor.

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

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

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

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

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

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

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

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

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

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

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

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

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

Lessor's Manager: Darian Lightfoot, Director of Housing and Homeless Response
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Office: 360.753.8033
Cell: 360.280-8951
Email: dlightfo@ci.olympia.wa.us

Lessee's Manager: Gabriel Ash, Program Director
604 Devoe Street SE
Olympia, WA 98501
360.753.3340
Email: gabea@ccsww.org

14. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR:

CITY OF OLYMPIA, a Washington
municipal corporation

Steven J. Burney, City Manager

Date: _____

APPROVED AS TO FORM:

Mark Barber

Mark Barber, City Attorney

Date: 06/05/2024

STATE OF WASHINGTON)

) ss.

COUNTY OF THURSTON)

On the _____ day of _____ 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven J. Burney, to me known to be the City Manager of the City of Olympia, a Washington municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

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

Signature

Name (printed): _____

NOTARY PUBLIC in and for the State of
Washington

Residing at _____

My appointment expires: _____

EXHIBIT "A"

Legal Description

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

SITUATE IN THURSTON COUNTY, WASHINGTON

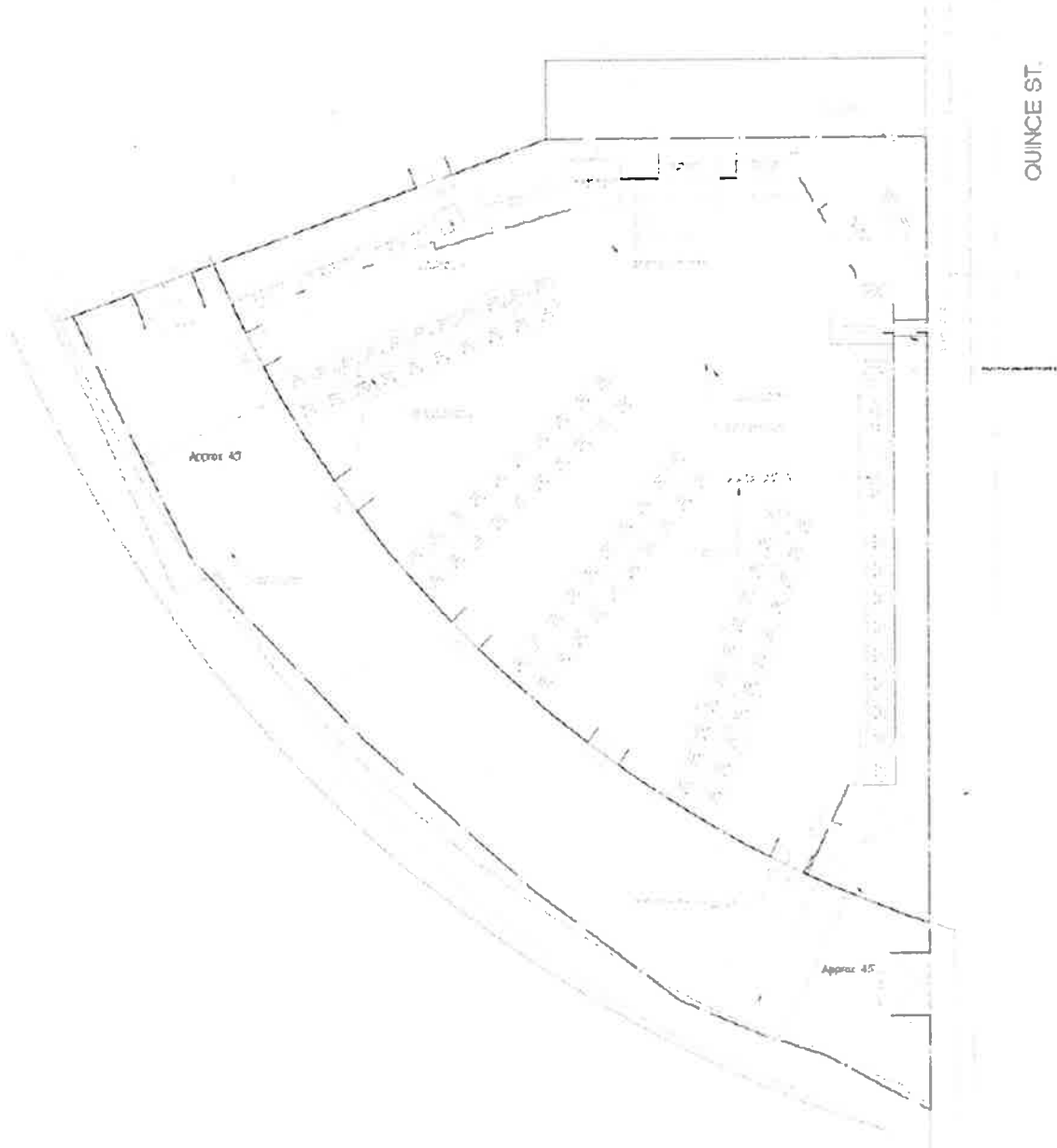
EXCEPT FOR AREAS EXCLUDED AS DEPICTED ON EXHIBIT "B-1" ATTACHED TO THIS LEASE AGREEMENT, WHICH AREAS SHALL BE RETAINED BY LESSOR.

EXHIBIT "B"
General Vicinity Sketch



EXHIBIT "B-1"

Sketch of Areas Excluded from Lease Agreement and Retained by Lessor





City Council

Approval of a Resolution Authorizing a Funding Agreement with Catholic Community Services for Quince Street Village

Agenda Date: 6/18/2024
Agenda Item Number: 4.H
File Number:24-0517

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

Title

Approval of a Resolution Authorizing a Funding Agreement with Catholic Community Services for Quince Street Village

Recommended Action

Committee Recommendation:

Note referred to a committee.

City Manager Recommendation:

Move a Resolution authorizing a Funding Agreement between the City of Olympia and Catholic Community Services for Quince Street Village.

Report

Issue:

Whether to approve a Resolution authorizing a Funding Agreement between the City of Olympia and Catholic Community Services for Quince Street Village.

Staff Contact:

Darian Lightfoot, Director of Housing and Homeless Response, 360.280.8951

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

In April 2020, the City contracted with Catholic Community Services (CCS) to operate and manage the site. Over time, many site and service improvements have been added, including: construction of tiny home units to replace tents, hygiene units with plumbed restroom facilities, and data entry of

participants into Homeless Management Information System (HMIS) to track outcomes.

In October 2021, the City used American Rescue Act funds to purchase the former Quality Inn property located at 1215 Quince Street. Site preparation and infrastructure was mostly completed in August 2022 and allowed for people to transition to the new site from downtown. Moving the site included expanding the number of residents served from 80-100. This expansion allowed the Homeless Response team to close Ensign Rd and transition residents to more stable and safe housing.

Quince Street Village has now been in full operations for almost two years. City staff have been able to coordinate a direct referral process that allows Homeless Response to still work through Coordinated Entry while also supporting residents they interact with during their outreach to receive a direct placement. Quince Street Village has also been included in the State's Rights-of Way Initiative, reserving 30 beds for residents being transitioned off public right-of-way.

Climate Analysis:

No addition impact has been identified in this contract.

Equity Analysis:

Quince Street Village is a low-barrier village meaning there are few exclusions that would prohibit a person from obtaining access to a tiny home. This includes previous evictions, mental illness, substance use, etc. People with higher acuity are often those who are chronically homeless and are a part of a marginalized community. Quince Street allows those residents with compounding barriers to access multiple services without having to navigate them independently. Catholic Community Services has a wonderful reputation in the community of providing equitable service delivery and supporting the residents in Olympia with the greatest need.

Neighborhood/Community Interests (if known):

There is significant public interest in homelessness and the City's homeless response efforts. Catholic Community Services connects with neighborhood residents and business owners frequently about community impacts and opportunities for engagement. Staff have work with law enforcement and surrounding businesses to lessen the congregation in the neighboring parking lots and mitigating community impacts. High staff turnover by providers in this field of work can sometimes lead to miscommunication and a lapse in engagement. City staff are working to create processes to help address that and keep neighbors informed and community meeting more consistent.

Financial Impact:

The City of Olympia will contract with Catholic Community Services to operate the site with 24/7 staffing for an annual maximum budget of \$1,446,762. Through evaluation at the Regional Housing Council, Quince Street Village is now being seen as a regional site offering housing to Thurston County residents via Coordinated Entry. This shift has prompted regional funding support, dedicating \$600,000 of Thurston County ARPA funding to help pay for operations. Quince Street Village is also supporting residents from the State's Rights-of-Way Initiative, which now covers \$500,000 of the annual operating budget. This leaves the City paying for \$346,762 with local Home Funds.

Options:

1. Move to approve a Resolution authorizing a funding agreement with Catholic Community Services.
2. Modify the funding agreement before approving.
3. Do not approve a Resolution authorizing a funding agreement with Catholic Community Services and direct staff to take other action

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

**2024-2025 FUNDING AGREEMENT
BETWEEN
CITY OF OLYMPIA AND CATHOLIC COMMUNITY
SERVICES OF WESTERN WASHINGTON**

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

RECITALS

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

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

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

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

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

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

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

TERMS AND CONDITIONS

NOW, THEREFORE, the Parties agree as follows:

1. Purpose.

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

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

2. Term/Termination.

The term of this Agreement shall commence on the date of the last authorizing signature affixed hereto and shall continue until June 30, 2025, unless otherwise terminated as provided in this Agreement. Prior to the expiration of the Term, this Agreement for funding may be terminated by either party upon sixty (60) days’ written notice to the other party, with or without cause. Once termination notice has been provided, the City shall only be responsible for funding the work that is currently in progress and can be completed prior to the date of termination. The City will reimburse CCS for security at an amount not to exceed the total award amount, during the period of time where CCS has given termination notice to the City but is still in the 60 day notice period.

3. Location of the Site.

CCS shall staff a tiny house/shelter facility located upon City owned property that has been leased to CCS, and is commonly located at 1215 Quince Street SE (formerly designated 1211 Quince Street SE), Olympia, Thurston County, Washington, the exact location of which is shown on **Exhibit A**, and hereafter referred to as “Quince Street Village” or “Village.” The site area is approximately 1.41 acres or 61,420 square feet, more or less, except for areas excluded as depicted on **Exhibit A-1** attached hereto.

4. Structures on the Site.

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

- Tiny house/shelter for approximately one hundred (100) persons
 - Each tiny house/shelter is equipped with electrical power, windows, locking door
 - Furniture (bed)
 - Necessary fixtures (heat, lighting)
- Security cameras (no audio) covering entrances and each row

- 4 staff offices
- 2 Hygiene Trailers, consisting of
 - 6 showers
 - 6 toilets – 2 ADA
- Laundry facilities
- 1 Cooking/Eating area:
 - Equipped with a sink and a refrigerator.
- Fencing capable of locking the surrounding perimeter of two main areas
 - Six feet high chain link

5. Funding.

CCS will operate the tiny house/shelter facility as outlined in the Scope of Operations in **Exhibit B** attached hereto, in exchange for reimbursement funding not to exceed the total amount set forth in **Exhibit C** attached hereto. The City and CCS will work together in good faith to address security issues for CCS’s staff that may arise at Quince Street Village, including but not limited to the City taking the lead role on any resident evictions that may be required pursuant to the Residential Landlord Tenant Act, RCW Chapter 59.18, at the City’s sole expense, subject to CCS executing a conflict waiver and common interest/joint defense agreement related to evictions at Quince Street Village.

5.1 Total Funding. The City agrees to fund CCS in an amount not to exceed ONE MILLION FOUR HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED SIXTY-TWO DOLLARS AND 35/100 CENTS (\$1,446,762.35) as provided in this Agreement.

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

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

6. Compliance with Laws.

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

7. Assurances.

CCS affirms that it has the requisite training, skill and experience necessary to establish, manage, and operate the Quince Street Village for the purposes stated in this Agreement in a manner that will ensure the stability, safety, and health of participants and that will promote safety in the community. This includes necessary skill and training in accounting matters so that expenses are tracked, and invoicing is properly and timely provided to the City for reimbursement. CCS further affirms that any employees, officers, officials, and volunteers are appropriately trained, accredited and licensed by any and all applicable agencies and governmental entities, including but not limited to being licensed to do business in the state of Washington and within the City of Olympia.

8. Independent Contractor/Conflict of Interest.

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

9. Equal Opportunity Employer.

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

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

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

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

10. Responsibilities for Communication.

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

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

11. Indemnification/Insurance.

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

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

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

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

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

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

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

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

3. Tenant Discrimination insurance coverage. The City shall be named as an additional insured under CCS's Tenant Discrimination insurance policy/coverage with respect to the work performed as a part of this Agreement using an additional insured endorsement at least as broad as ISO CG 20 26, or as otherwise reasonably is similar.

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

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

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

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

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$3,000,000 general aggregate, with excess or umbrella coverage in the sum of \$9,000,000.

3. Tenant Discrimination insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, with excess or umbrella coverage in the sum of \$9,000,000.

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

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

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

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

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

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

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

12. City Contributions to Preparation of the Site.

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

13. Treatment of Assets.

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

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

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

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

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

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

14. Books and Records/Public Records.

CCS agrees to maintain books, records, and documents which sufficiently and properly reflect the funding provided by the City for the establishment and operation of Quince Street Village, as well as direct and indirect costs, related to the performance of this Agreement. In addition, CCS shall maintain such accounting procedures and practices as may be deemed

necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. All CCS records related in any way to this Agreement shall be subject, at all reasonable times, to inspection, review, copying or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

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

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

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

15. Non-Appropriation of Funds.

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

16. Contract Manager.

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

City Contract Manager: Darian Lightfoot, Director of Housing and Homeless Response
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia WA 98507-1967
Office: 360.753.8033
Cell: 360.280.8951
Email: dlightfo@ci.olympia.wa.us

With a copy to: Kim Kondrat, Homeless Response Coordinator
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia WA 98507-1967
Cell: 360.742.6448
Email: kkondrat@ci.olympia.wa.us

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

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

[Remainder of this page is left intentionally blank.]

17. General Provisions.

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

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

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

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

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

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

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

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

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

17.6 Attorneys' Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands

of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF OLYMPIA,
A Washington municipal corporation

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

By: _____
Steven J. Burney, City Manager

By: Mike Curry _____
Mike Curry, CCS Southwest Director

Date: _____

Date: 06/12/2024 _____

APPROVED AS TO FORM:

Mark Barber
Mark Barber, City Attorney

EXHIBIT A-1
Sketch of Areas Reserved

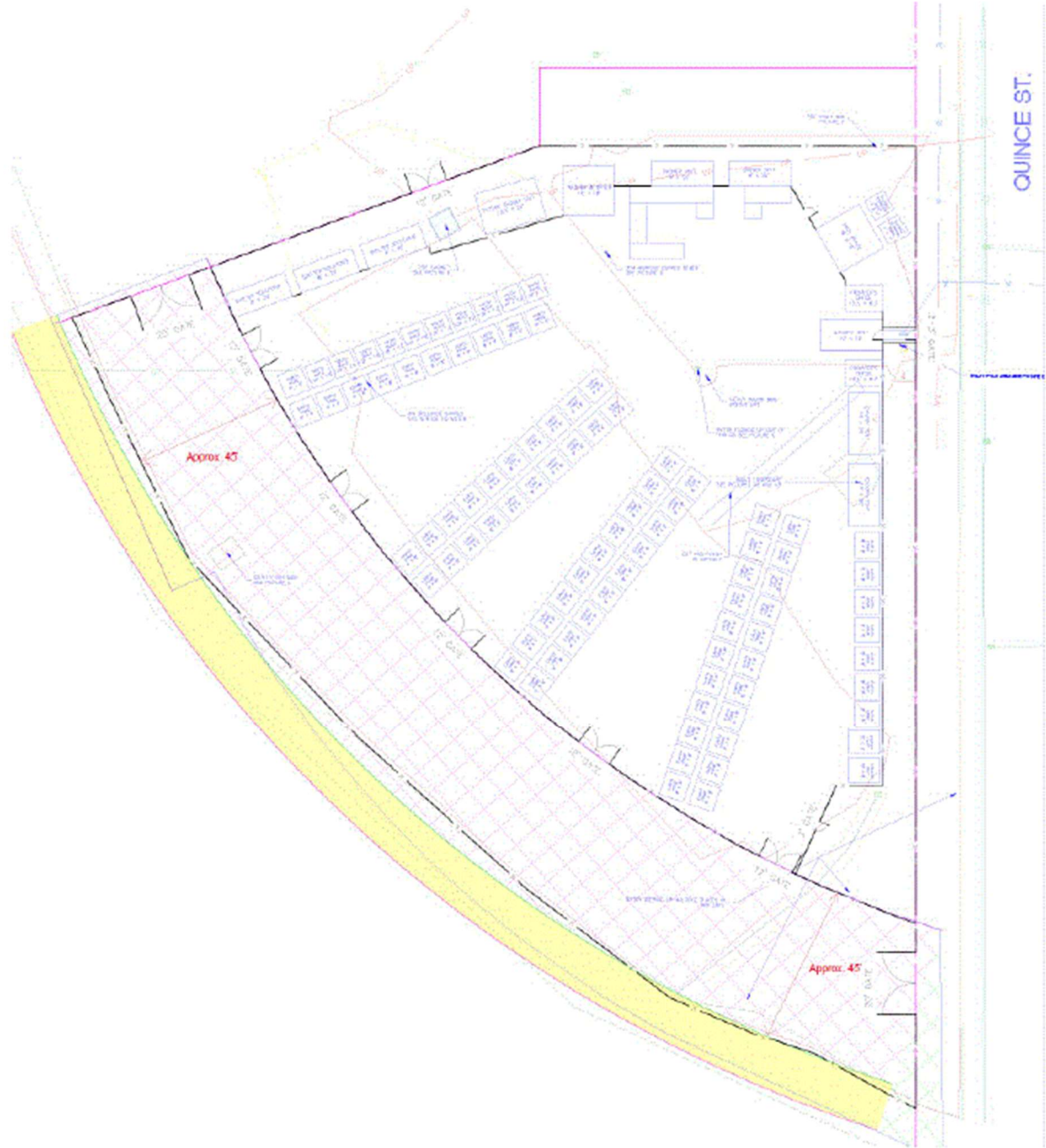


EXHIBIT B
CCS's SCOPE OF OPERATIONS
for
QUINCE STREET VILLAGE
Olympia, WA

I. Overview

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

II. Community Engagement

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

III. Site Changes

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

IV. Operations

- CCS Staff Oversight and Support: Hire, onboard, and support staff with an onsite supervisor and oversight from CCS.
- Establish partnership with local substance use services and treatment provider to provide substance use assessments on site to Villagers on a regular basis.

- Security: Ensure a secure site with a closed perimeter, with entrance monitored as staffing permits. CCS will coordinate maintenance of security cameras and will manage security camera footage.
- Site Management: Work with participants to ensure cleanliness and adherence to a Code of Conduct developed by CCS that is consistent with community expectations. CCS will conduct regular unit inspections to test smoke/carbon monoxide detectors and adherence to Code of Conduct. CCS will develop and staff processes for grievances and appeals for expulsions from the site. CCS will develop formal behavioral agreements that provide clarity regarding requirements for continuation or restoration of services.

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

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

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

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

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

V. Case Management

- **Staff Oversight & Support:** Hire, onboard, and support case management staff with CCS's experienced case management supervisory team.
- **Housing Case Management:** Work with Villagers to create a plan to find and maintain and permanent housing solution. Provide resources and referrals to Villagers to assist them with achieving the housing goals they have identified, in partnership with their case manager. Provide behavioral health crisis first response and follow up with appropriate referral coordination.
- Assist participants in filling out necessary paperwork and help each resident through the process requirements to obtain any assistance applicable to the individual resident's situation, including a Coordinated Entry intake.
- Work to enroll and provide Foundational Community Supports (FCS) services to eligible participants.
- **Education & Health Service Coordination:** Connect clients with agencies that improve health and education outcomes and help them through any process requirements to obtain necessary services.
- **Data Management:** Track intakes, exits, and progress with HMIS reporting procedures.
- **Intake Coordination:** Coordinate with referring agencies for successful program outcomes.

VI. Administrative

- **Insurance:** Maintain ample insurance coverage for the site and CCS operations, naming the City of Olympia as an additional insured.
- **Accounting:** Document purchases, track finances, and bill accurately.

- Hiring: Manage all hiring and staffing needs with CCS's human resources team.
- CCS will perform background screening, including national criminal history checks, on all hired staff and on volunteers, as deemed appropriate per CCS policy.
- CCS will screen registered sex offender status in compliance with CCS's residency standards at the Quince Street Village.

**EXHIBIT C
2024 BUDGET
QUINCE STREET VILLAGE**

	Annual Limit
Staffing Costs (Salary, Taxes, Benefits)	\$1,145,181.45
STAFFING TOTAL	\$1,145,181.45
Recurring Monthly Expenses	
Electricity	\$82,950
Site Maintenance (Vendors/Supplies/Materials)	\$41,561.10
Shared Direct- Facility & Tech	\$4,023.60
Operations (Training, Supplies, Insurance, Furniture/Equipment, Telephone/Communication/Internet, Lease, Mileage)	\$46,707.15
Corporate Admin Fee	\$31,250.10
Admin Fee (under 10%)	\$95,088.95
EXPENSES TOTAL	\$1,446,762.35

**ADDITIONAL DETAIL FOR CERTAIN TYPES
OF REIMBURSABLE BUDGET ITEMS**

Training: Training may encompass CPR, First Aid, administer NARCAN, de-escalation techniques, addressing domestic violence, establishing boundaries, combating discrimination, and utilizing the Homeless Management Information System (HMIS). Additional instruction is provided through CCS internal staff trainings. Participation in conferences and workshops may cover topics related to homelessness or affordable housing. Additionally, CCS will offer training opportunities to villagers aimed at supporting housing stability and achieving their goals.

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

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

EXHIBIT D INVOICE REQUIREMENTS

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

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

Darian Lightfoot, Director of Housing and Homeless Response
Email: dlightfo@ci.olympia.wa.us

And your primary contract contact:

Kim Kondrat, Homeless Response Coordinator
Email: kkondrat@ci.olympia.wa.us

City Responsibilities:

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

EXHIBIT D-1 Monthly Invoice

Invoice No.:		Bill Period:			
BILL FROM VENDOR OR CLAIMANT			BILL TO AGENCY		
Catholic Community Services			City of Olympia		
1323 Yakima Ave			PO Box 1967		
Tacoma WA 98405-4457			Olympia, WA 98507-1967		
REIMBURSEMENT REQUEST					
Budget Line Items	Budget	Prior Period Expenses to Date	Report Period Request	Line Item Balance	
Staffing Expenses	\$ 1,145,181.45	\$ -	\$ -	\$ 1,145,181.45	
Other Operational Expenses	\$ 206,491.95		\$ -	\$ 206,491.95	
Subtotal	\$ 1,351,673.40		\$ -	\$ 1,351,673.40	
10% Admin Fee	\$ 95,088.95		\$ -	\$ 95,088.95	
Totals:	\$ 1,446,762.35		\$ -	\$ 1,446,762.35	
New Contract Balance for Current Fiscal Year		\$ 1,446,762.35	Reimbursement Request This Bill Period		\$ -
Contract Description:	Quince St Mitigation Site Camp Host		Vendor No.	27957	
Contract Period:	June 2024-June 2025		BARS:		
			Project No.		
VENDOR CERTIFICATION			CITY CERTIFICATION		
<p>The individual signing this voucher below warrants they have the authority to do so as authorized on behalf of the entity identified in the Vendor/Claimant section. The individual signing below certifies under penalty of perjury that the terms and totals listed herein are proper charges for materials, merchandise, or services furnished per the City contract referenced above, and that all good furnished and/or services rendered have been provided without discrimination on the basis of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.</p>			<p>I, the undersigned, do hereby certify under penalty of perjury, that the material furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the Claim is a just, due, and unpaid obligation against the City of Olympia, and that I am authorized and certify said Claim.</p>		
Signed by:			Signed by:		
Printed Name	Title	Date Signed	Printed Name	Title	Date Signed
INSTRUCTIONS TO VENDOR OR CLAIMANT:					
Submit this form to claim payment for materials, merchandise, and services. Invoice must be completely filled out, signed and emailed to: Darian Lightfoot dlightfo@ci.olympia.wa.us 360-753-8033					
with a CC to: Joshua Chaney jchaney@ci.olympia.wa.us 360-233-6509					
Attach supporting documentation to this invoice as outlined in the contract.					
Invoices must be submitted monthly and are due within 60 days from the end of the month in which expenses are incurred.					
Failure to submit timely invoices will result in forfeiture of the rights to reimbursement for late expenses.					

EXHIBIT E

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

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

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

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

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

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

Mike Curry
Mike Curry, CCS Southwest Director

06/12/2024
(Date)

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

(Sole Proprietor Signature)

(Date)

**EXHIBIT F
EQUAL BENEFITS COMPLIANCE DECLARATION**

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

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

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

Mike Curry
Mike Curry, CCS Southwest Director

06/12/2024
Date



City Council

Approval of a Resolution Authorizing a Lease Agreement with Olympia Mutual Aid Partners for Franz-Anderson Tiny Home Village

Agenda Date: 6/18/2024
Agenda Item Number: 4.1
File Number:24-0518

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

Title

Approval of a Resolution Authorizing a Lease Agreement with Olympia Mutual Aid Partners for Franz-Anderson Tiny Home Village

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing a Lease Agreement between the City of Olympia and Olympia Mutual Aid Partners for Franz-Anderson Tiny Home Village.

Report

Issue:

Whether to approve a Resolution authorizing a Lease Agreement between the City of Olympia and Olympia Mutual Aid Partners for Franz-Anderson Tiny Home Village.

Staff Contact:

Darian Lightfoot, Director of Housing and Homeless Response, 360.280.8951

Presenter(s):

None, consent.

Background and Analysis:

In June 2022, the Governor launched a state Right-of-Way (ROW) initiative to close encampments established on Department of Transportation property and move each person to a more safe and stable living situation. Thurston County proposed three pathways under this initiative; reserved shelter beds at Unity Commons, the purchase of the Days Inn Hotel in Lacey to operate as an enhanced shelter, and the establishment of a new tiny home village on Franz-Anderson Rd in Olympia.

The Franz-Anderson property was jointly purchased with Thurston County in 2022 using American

Rescue Plan Act (ARPA) funds to serve as leverage for a permanent supportive housing project. When the ROW initiative was launched, the City offered a portion of the property to be used for a temporary project to support the transition of residents off the rights-of-way. The City's Public Works Department created a tiny home village with a shelter for each resident, kitchen, hygiene facilities, extended utilities, office buildings, and more to serve as a safe and stable place for people to transition to. The site has now been operational since July 2023.

In preparation for the site to open, the City launched a request for proposals seeking an organization to operate the village. A diverse panel reviewed the submissions and selected Olympia Mutual Aid Partners (OlyMAP) as the top applicant. OlyMAP operates a similar program at First Christian Church called New Hope Village and is also the lead organization coordinating outreach at all the ROW encampments. OlyMAP coordinates with City staff to support people transitioning into the site, address facility concerns, and connect with neighbors to address any community issues. People residing at the tiny home village will be prioritized to enter the permanent supportive housing across the street once construction has finalized.

Climate Analysis:

No foreseen impacts included in this contract.

Equity Analysis:

People residing on the state-owned rights-of-way experience some of the most unsafe living conditions in the county. With high traffic volumes, poor air quality, lack of nearby services, and no reprieve from the elements, transitioning people to shelter or temporary housing has allowed for much needed respite and a connection to services to address compounding barriers to wellness and permanent housing.

Neighborhood/Community Interests (if known):

OlyMAP holds quarterly neighborhood meetings with neighboring residents and City Staff about site operations and other community concerns. An element of the site that has drawn most concern is about the lack of resources around the site along with no parking. This has caused increased foot traffic in an area that does not have the proper infrastructure to support the influx of people. Mitigations are being taken, however, tensions have persisted and staff at OlyMAP and the City continue to work to find creative solutions.

Financial Impact:

OlyMAP will be leasing the site from the City for \$1 per year.

Options:

1. Move to approve a Resolution authorizing a lease agreement with Olympia Mutual Aid Partners for the operations of a tiny home village.
2. Move to approve a Resolution authorizing a lease agreement, with amendments, with Olympia Mutual Aid Partners for the operations of a tiny home village.
3. Take no action.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF OLYMPIA AND OLYMPIA MUTUAL AID PARTNERS FOR A TINY HOUSE/SHELTER VILLAGE

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

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

WHEREAS, the City owns certain real property commonly located at 528 Franz Anderson Road, Olympia, Washington, consisting of approximately 0.70 acres (30,600 square feet) more or less (hereafter the "Property") that has suitability for use as a tiny house/shelter village; and

WHEREAS, Olympia Mutual Aid Partners (hereafter "OlyMAP"), a Washington nonprofit corporation, wishes to lease a portion of the Property from the City for the sole purpose of using it for a tiny house/shelter village to provide temporary shelter and housing for homeless persons, including a community eating and meeting facility, and areas for sanitary shower, toilet, laundry facilities, solid waste collection, and for other related case management and site support services for the temporary residents of the tiny house/shelter facility; and

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

WHEREAS, the City Council determines it to be in the best interest of the residents of the City of Olympia to lease to OlyMAP, a portion of the property commonly located off Franz Anderson Road, in Olympia, for the sole purpose of using it for a tiny house/shelter village;

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

1. The Olympia City Council hereby approves the form of Lease Agreement between the City and Olympia Mutual Aid Partners to lease to OlyMAP a portion of the property commonly located off Franz Anderson Road, in Olympia, Washington, for a tiny house/shelter village upon the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Lease Agreement, and any other documents necessary to execute said Agreement, and to make any minor amendments or modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

LEASE AGREEMENT

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

RECITALS

Lessor is the owner of certain real property commonly located at 528 Franz Anderson Road in Olympia, Thurston County, Washington consisting of approximately 0.70 acres (30,600 square feet) and legally described on Exhibit "A" attached hereto, and generally shown on a vicinity sketch attached as Exhibit "B" to this Lease, all of which exhibits are attached hereto and incorporated herein.

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

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

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

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

TERMS AND CONDITIONS

1. **Leased Property.** Lessor agrees to lease to Lessee the property located at 528 Franz Anderson Road in Olympia, Thurston County, Washington, legally described as shown on Exhibit "A" and generally located as shown on a vicinity sketch attached as Exhibit "B," all of which exhibits are attached hereto and by this reference incorporated herein. The Leased Property described in this Paragraph 1 is collectively referred to in this Lease as the "Property."

2. Use and Occupancy. The Parties agree that Lessee shall use the Property herein as a site to provide shelter to homeless persons in tiny houses/shelters, together with associated facilities for a shared eating and meeting facility, sanitary facilities (showers, sinks, toilets and laundry), site management, solid waste, storage, and security, and for no other purpose or use without the express written consent of Lessor.
3. Term. The term of this Lease shall be until July 1, 2025 and may be renewed for an additional term upon mutual written agreement of the Parties, subject to the terms herein and any written modifications or amendments. In the event Lessee ceases to use the Property for the express purpose stated herein, the tenancy shall automatically terminate without further notice and the Lessee shall be required to vacate the Property. Lessor or Lessee may terminate this lease with ninety (90) days' written notice to the other Party, with or without cause.
4. Acceptance of Property As Is. Lessee accepts and acknowledges use of the Property in its "as is" condition.
5. Rent. Lessee shall pay Lessor the sum of ONE DOLLAR AND NO CENTS per year (\$1.00) as rent for the Leased Property. Said rental payment shall be due and payable upon commencement of the Lease.
6. Maintenance and Repairs. Lessee shall be responsible for any and all routine repairs to the Property or structures thereon, including but not limited to appliances, water heater, laundry washer-dryer, electrical, plumbing, roof, carpet, sinks, showers, kitchen appliances and fixtures, interior and exterior paint, flooring or walls, doors or windows, screens, or window coverings, landscaping, rodents or pest control, and mold abatement. Major repairs or replacements, if needed, shall require the Parties to confer on a solution as to which Party shall be responsible for payment of the major repair or replacement. Examples of "major maintenance" outside the routine normal maintenance are (1) moving, relocating, or installing tiny homes, structures, or permanent installed infrastructure; (2) adding new tiny homes, structures, offices, or permanently required infrastructure; (3) any work that would typically require a mechanical, electrical or building permit by code; (4) cutting, patching, pouring concrete or any hardscape work; (5) site storm water drainage that doesn't recede in a reasonable time or causes significant damage to site infrastructure; and (6) adding, moving, relocating, or damage to perimeter secure fencing that is in excess of fifteen percent (15%) of total installed fencing. The foregoing list is not to be deemed exclusive. Installation, maintenance, and service of security camera systems for the Property shall either be included in Lessee's funding agreement or will be subject to negotiation between the Parties.
7. Utilities. Lessee shall pay and be financially responsible for electricity, telephone, cable television, internet or wi-fi access services to the Property. Lessor shall provide utilities such as water, sewer, storm water, solid waste and recycling services, which are included in the annual rent.
8. Insurance, Indemnification and Hold Harmless Agreement. Lessee shall defend, indemnify and hold harmless Lessor, its agents, officers, officials, employees and volunteers from and

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

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

- 8.1 Concurrent negligence. Should a court of competent jurisdiction determine that this Lease is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Lessee and the Lessor, or their respective officers, officials, agents, employees, and volunteers, the Lessee's liability, including the duty and cost to defend, hereunder shall be only to the extent of Lessee's negligence.
- 8.2 Insurance term. Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage or loss to property, which may arise from or in connection with the Lessee's operation and use of the leased Property.
- 8.3 No Limitation. The Lessee's maintenance of insurance as required by this Lease shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the Lessor's recourse to any remedy available at law or in equity.
- 8.4 Minimum scope of insurance. The Lessee shall obtain insurance of the types and coverage described below:
 1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The Public Entity (Lessor) shall be named as an additional insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
 2. Property insurance shall be written on an all risk basis.

- 8.5 Minimum amounts of insurance. The Lessee shall maintain the following insurance limits:
1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, and \$10,000,000 of umbrella or excess insurance.
 2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.
- 8.6 Other insurance provisions. The Lessee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the Lessor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Lessor shall be excess of the Lessee's insurance and shall not contribute with it.
- 8.7 Acceptability of insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- 8.8 Verification of coverage. The Lessee shall furnish the Lessor with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.
- 8.9 Waiver of subrogation. Lessee and Lessor hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or any building or structures on the Property. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.
- 8.10 Lessor's property insurance. Lessor shall purchase and maintain during the term of the lease all-risk property insurance covering any building or other structures for its full replacement value without any coinsurance provisions.
- 8.11 Notice of cancellation. The Lessee shall provide the Lessor with written notice of any policy cancellation within two business days of Lessee's receipt of such notice.
- 8.12 Failure to maintain insurance. Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of the Lease, upon which the Lessor may, after giving five (5) business days' notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Lessor on demand.
- 8.13 Lessor full availability of Lessee limits. If the Lessee maintains higher insurance limits than the minimums shown above, the Lessor shall be insured for the full

available limits of Commercial General and Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this Lease or whether any certificate of insurance furnished to the Lessor evidence limits of liability lower than those maintained by the Lessee.

9. Acknowledgment and Acceptance.

- 9.1 Taxes and assessments. In the event a leasehold tax is imposed upon Lessee's tenancy by the State of Washington during the term of this Lease, Lessor agrees to pay said leasehold tax amount to the State of Washington during the period Lessee has occupied or is occupying the Property.
- 9.2 Mechanics' liens. In the event Lessee causes any labor, material or services to be furnished in, on or about the Leased Property, or any part thereof, Lessee hereby agrees to pay, resolve, settle or compromise such liens or claims and to fully satisfy same so as to prevent or remove any liens against Lessor's Property. Lessee will not allow any lien to attach to the Leased Property. Lessee further agrees to fully indemnify and hold harmless the Lessor from any and all claims of liens against the Leased Property incurred by Lessee, including any attorney's fees, costs or other litigation expenses incurred by Lessor in connection with such claims of lien.
- 9.3 Subleases and other agreements. Lessee shall not enter into any leases, subleases, licenses, or easements with any person(s) or entities for profit or other charge or consideration upon the Leased Property, except with the express prior written consent of Lessor. Lessee agrees that the Leased Property shall be solely used for a tiny houses/shelters village, and associated facilities as set forth in Paragraph 2 above, during the term of this Lease.
- 9.4 Motor vehicle parking. Lessee agrees that any motorized vehicle of any kind or nature, whether owned or operated by Lessee or its guests, shall be parked on the Property or other legal parking provided by Lessor.
- 9.5 Storage of personal property. Any personal property of Lessee or its guests shall be stored upon the Leased Property. Lessee shall not store Lessee's or its guests' personal property upon any adjacent property owned by Lessor or others, except with express written consent from Lessor or other property owner.
- 9.6 Due authority. Lessee and Lessor have all requisite power and authority to execute and deliver this Lease and to carry out its obligations hereunder and the transactions contemplated hereby. This Lease has been, and the documents contemplated hereby will be, duly executed and delivered by Lessor and Lessee and constitute their legal, valid and binding obligation enforceable against Lessor and Lessee in accordance with its terms.

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

- 10.1 Perform obligations. From the effective date of this Lease, Lessee will perform any monetary and non-monetary obligations they have regarding the Leased Property.
- 10.2 No encumbrances. From the date of this Lease, Lessee will not grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Leased Property or any part thereof.
- 10.3 Environmental. Lessor asserts that there are no known hazardous substances or materials as defined under RCW 70A.305, RCW 64.44.010, WAC 246-205, and other current and future applicable federal and state regulations and laws ("*Hazardous Substances*") on the Leased Property at the time of the Effective Date.
- Lessee shall not cause or permit any Hazardous Substances to be brought upon, kept, or used in or about, or disposed of on the Leased Premises by Lessee, its employees, officers, agents, contractors, customers, clients, visitors, guests, or other licensees or invitees, except in strict compliance with all applicable federal, state, and local laws and regulations. If Lessee breaches the foregoing obligations, then Lessee shall indemnify, defend, and hold Lessor harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and expenses (collectively, "Loss") arising out of the release of Hazardous Substances on, under, above, or about the Leased Property by Lessee, except for any release of any Hazardous Substance on, under, above, or about the Leased Property caused or contributed by Lessor, or any employee, agent, or contractor of Lessor.
- 10.4 Definitions. The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," or "solid wastes" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; (d) chlorinated solvents; and (e) asbestos. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances.
- 10.5 Compliance with laws. Lessee covenants and agrees to comply with any and all statutes, codes, regulations, covenants or laws that may affect the use and occupancy of the Leased Property. Violation of this covenant by Lessee shall be grounds for termination of this Lease.
- 10.6 Nuisance or waste. Lessee shall not permit any nuisance upon the Leased Property or permit any waste or destruction of the Property.

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

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

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

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

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

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

To Lessee: Tyler Gundel, Executive Director
Olympia Mutual Aid Partners
1139 5th Ave E
Olympia, WA 98501
Email: tye@olymap.org

With a copy to: Robert Bruce, Finance Manager
Olympia Mutual Aid Partners
1139 5th Ave E
Olympia, WA 98501
Email: robert@olymap.org

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

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

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

Lessee's Manager: Robert Bruce, Finance Manager
Olympia Mutual Aid Partners
1139 5th Ave E
Olympia, WA 98501
Email: robert@olymap.org

14. Miscellaneous.

- 14.1 Applicable law. This Lease shall in all respects, shall be governed by the laws of the State of Washington.
- 14.2 Further assurances. Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the Parties hereto.
- 14.3 Modification or amendment, waivers. No amendment, change or modification of this Lease shall be valid, unless in writing and signed by all of the Parties hereto. No waiver of any breach of any covenant or provision in this Lease shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Lease. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
- 14.4 Successors and assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, and successors, if applicable. No assignment shall be permitted by Lessee of this Lease.
- 14.5 Entire agreement and no third party beneficiaries. This Lease constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this Lease to any person, firm or corporation other than the immediate Parties.
- 14.6 Attorneys' fees. Should either Party bring suit to enforce the terms of this Lease, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.
- 14.7 Construction. Captions are solely for the convenience of the Parties and are not a part of this Lease. This Lease shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.
- 14.8 Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

- 14.9 Survival. The covenants, agreements, obligations to indemnify, representations and warranties made in this Lease shall survive unimpaired. The Parties agree this Lease shall not be recorded with the Auditor, but a Memorandum of Lease may be recorded with the Auditor at the request of a Party.
- 14.10 Time. Time is of the essence of every provision of this Lease.
- 14.11 Risk of loss. All of Lessee's personal property, of any kind or description whatsoever that is on the Leased Property shall be at Lessee's sole risk of loss. Lessor shall not insure Lessee's personal property of whatever kind or nature. Any such insurance must be obtained by Lessee.
- 14.12 Force majeure. Performance by Lessee or Lessor of their obligations under this Lease shall be extended by the period of delay caused by force majeure. Force majeure includes war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).
- 14.13 Recitals. The Recitals set forth above are incorporated by this reference into this Lease and are made a part hereof.
- 14.14 Counterparts. This Lease may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Lease; but in making proof of this Lease, it shall not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Lease may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature or digital signature, where permitted by law, shall be deemed to be an original signature for all purposes. All executed counterparts of this Lease shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same Lease.
- 14.15 Effective Date. This Lease shall be effective as of the date of the last authorizing signature affixed hereto.
15. Event of Default. In the event of a default under this Lease by Lessee (including a breach of any representation, warranty or covenant set forth herein), Lessor shall be entitled, in addition to all other remedies, to seek monetary damages and specific performance of Lessee's obligations hereunder or termination of this Lease, at Lessor's option.

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

LESSEE:

**Olympia Mutual Aid Partners, a
Washington nonprofit corporation**

[Handwritten Signature]

Tyler Gundel, Executive Director

Date: 6.10.24

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the 6 day of June 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tyler Gundel, to me known to be the Executive Director of Olympia Mutual Aid Partners, a Washington nonprofit corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said public benefit corporation for the uses and purposes therein mentioned and on oath states that she is authorized to execute the said instrument.

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



[Handwritten Signature]

Signature
Name (printed): Virginia E. Willis
NOTARY PUBLIC in and for the State of
Washington
Residing at Thurston County
My appointment expires: 7/10/2024

EXHIBIT "A"

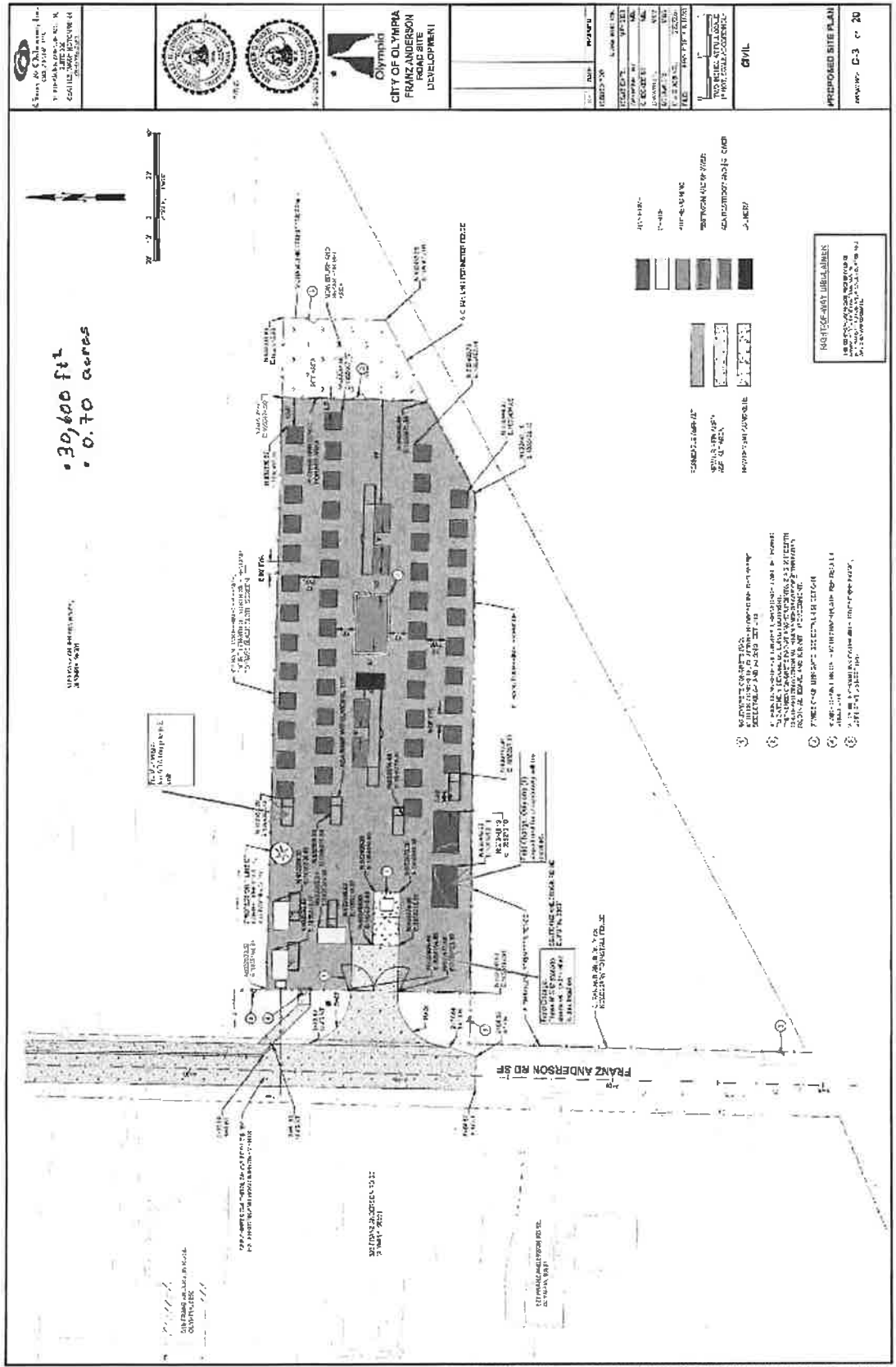
Legal Description

PARCEL A:

TRACT 10 AND THAT PORTION OF TRACT 11 OF COLLEGE CITY BERRY TRACTS, AS RECORDED IN VOLUME 9 OF PLATS, PAGE 7, LYING NORTHWESTERLY OF PRIMARY STATE HIGHWAY NO. 1, EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE STATE OF WASHINGTON BY DEEDS RECORDED JANUARY 15, 1957 UNDER AUDITOR'S FILE NO. 580057, JANUARY 24, 1957 UNDER AUDITOR'S FILE NO. 580325 AND JULY 3, 1985 UNDER AUDITOR'S FILE NO. 8507030084.

**SITUATE IN THURSTON COUNTY, WASHINGTON.
SUBJECT TO EASEMENTS, RESERVATIONS, AND RESTRICTIONS OF RECORD.**

EXHIBIT "B" General Vicinity Sketch





City Council

Approval of a Resolution Authorizing a Funding Agreement with Olympia Mutual Aid Partners for Franz-Anderson Tiny Home Village

Agenda Date: 6/18/2024
Agenda Item Number: 4.J
File Number:24-0519

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

Title

Approval of a Resolution Authorizing a Funding Agreement with Olympia Mutual Aid Partners for Franz-Anderson Tiny Home Village

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing a Funding Agreement Between the City of Olympia and Olympia Mutual Aid Partners for Franz-Anderson Tiny Home Village.

Report

Issue:

Whether to approve a Resolution authorizing a Funding Agreement Between the City of Olympia and Olympia Mutual Aid Partners for Franz-Anderson Tiny Home Village.

Staff Contact:

Darian Lightfoot, Director of Housing and Homeless Response, 360.280.8951

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In June 2022, the Governor launched a state Right-of-Way (ROW) initiative to close encampments established on Department of Transportation property and move each person to a more safe and stable living situation. Thurston County proposed three pathways under this initiative; reserved shelter beds at Unity Commons, the purchase of the Days Inn Hotel in Lacey to operate as an enhanced shelter, and the establishment of a new tiny home village on Franz-Anderson Rd in Olympia.

The Franz-Anderson property was jointly purchased with Thurston County in 2022 using American

Rescue Plan Act (ARPA) funds to serve as leverage for a permanent supportive housing project. When the ROW initiative was launched, the City offered a portion of the property to be used for a temporary project to support the transition of residents off the rights-of-way. The City's Public Works Department created a tiny home village with a shelter for each resident, kitchen, hygiene facilities, extended utilities, office buildings, and more to serve as a safe and stable place for people to transition to. The site has now been operational since July 2023.

In preparation for the site to open, the City launched a request for proposals seeking an organization to operate the village. A diverse panel reviewed the submissions and selected Olympia Mutual Aid Partners (OlyMAP) as the top applicant. OlyMAP operates a similar program at First Christian Church called New Hope Village and is also the lead organization coordinating outreach at all the ROW encampments. OlyMAP coordinates with City staff to support people transitioning into the site, address facility concerns, and connect with neighbors to address any community issues. People residing at the tiny home village will be prioritized to enter the permanent supportive housing across the street once construction has finalized.

Climate Analysis:

No foreseen impacts included in this contract.

Equity Analysis:

People residing on the state-owned rights-of-way experience some of the most unsafe living conditions in the county. With high traffic volumes, poor air quality, lack of nearby services, and no reprieve from the elements, transitioning people to shelter or temporary housing has allowed for much needed respite and a connection to services to address compounding barriers to wellness and permanent housing.

Neighborhood/Community Interests (if known):

OlyMAP holds quarterly neighborhood meetings with neighboring residents and City Staff about site operations and other community concerns. An element of the site that has drawn most concern is about the lack of resources around the site along with no parking. This has caused increased foot traffic in an area that does not have the proper infrastructure to support the influx of people. Mitigations are being taken, however, tensions have persisted and staff at OlyMAP and the City continue to work to find creative solutions.

Financial Impact:

The Washington State Department of Commerce has agreed to fund the operations of the Franz-Anderson Tiny Home Village at approximately \$1 million for the next three years. The current budget to operate Franz-Anderson is \$1,096,951, leaving \$96,951 to be covered by local Home Fund.

Options:

1. Move to approve a Resolution authorizing a funding agreement with Olympia Mutual Aid Partners for the operations of a tiny home village.
2. Move to approve a Resolution authorizing a funding agreement, with amendments, with Olympia Mutual Aid Partners for the operations of a tiny home village.
3. Take no action.

Attachments:

Resolution
Funding Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A FUNDING AGREEMENT BETWEEN THE CITY OF OLYMPIA AND OLYMPIA MUTUAL AID PARTNERS FOR THE ESTABLISHMENT, OPERATION, MANAGEMENT, AND MAINTENANCE OF A TINY HOUSE/SHELTER VILLAGE

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

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

WHEREAS, Olympia Mutual Aid Partners (hereafter "OlyMAP"), a Washington nonprofit corporation is experienced in building relationships with unhoused community members through engagement and education, and by offering health, safety, self-management, self-advocacy, and survival support to those living outdoors; and

WHEREAS, the City and OlyMAP have negotiated terms and conditions whereby the City provides funding to OlyMAP to enable OlyMAP to establish, operate, manage, and maintain a tiny house/shelter facility on property commonly referred to as "Franz-Anderson Tiny House Village," for the purpose of providing temporary shelter and housing for homeless persons in tiny houses/shelters; and

WHEREAS, the City Council considers it to be in the best interest of the residents of the City of Olympia to provide funding to OlyMAP to enable OlyMAP to establish, operate, manage, and maintain a tiny house/shelter village in Olympia at 528 Franz Anderson Road;

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

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

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

**2024-2025 FUNDING AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND OLYMPIA MUTUAL AID PARTNERS**

This Funding Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. This Agreement is between the City of Olympia, a Washington municipal corporation ("City"), and Olympia Mutual Aid Partners ("OlyMAP"), jointly referred to as the "Parties," or singularly as a "Party."

RECITALS

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

OlyMAP has experience assisting persons who are homeless by managing and operating multiple homeless outreach and care navigation programs, as well as a downtown tiny house/shelter facility, also known as the New Hope Tiny Home Community. OlyMAP is experienced in providing this type of transitional housing and providing homeless persons with essential services including hygiene, trash collection, utilities, and security to allow for the best chance for success in transitioning to permanent housing.

The City wishes to engage the services of OlyMAP to operate, manage, and maintain a tiny house/shelter facility on property commonly referred to as the Franz Anderson Tiny Home Village for the purpose of providing temporary shelter and housing for homeless persons. OlyMAP will maintain on the site a community eating and meeting facility, and areas for sanitary shower, toilet, laundry facilities, solid waste collection, and for other related case management and site support services for the temporary residents of the tiny house/shelter facility.

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

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

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

TERMS AND CONDITIONS

1. Purpose. The purpose of this Agreement is to provide funding to OlyMAP, a Washington non-profit corporation, to enable OlyMAP to establish, operate, and maintain a tiny house/shelter facility in Olympia, Washington, to be known as the “Franz Anderson Tiny Home Village.”

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

2. Term/Termination. The term of this Agreement shall commence on the date of the last authorizing signature affixed hereto and shall continue until July 1, 2025 unless otherwise terminated as provided in this Agreement. Prior to the expiration of the Term, this Agreement for funding may be terminated upon sixty (60) days’ written notice to OlyMAP, with or without cause by the City. Once termination notice has been provided, the City shall only be responsible for funding the work that is currently in progress and can be completed prior to the date of termination.

3. Location of the Site. OlyMAP shall staff a tiny house/shelter facility located upon City owned property that has been leased to OlyMAP, and is commonly located at 528 Franz Anderson Road, Olympia, Thurston County, Washington, the exact location of which is legally described on **Exhibit A**, and hereafter referred to as “Franz Anderson Tiny Home Village” or “Village.” The site area is approximately 0.70 acres (30,6000 square feet) more or less.

4. Structures on the Site. Any significant changes to the site must be approved by the City of Olympia prior to commencement of any change or modification. Franz Anderson Tiny Home Village may consist of:

- Tiny house/shelter for approximately 50 persons
 - Each tiny house/shelter is equipped with electrical power, windows, locking door
 - Furniture (bed)
 - Necessary fixtures (heat, lighting)
- On-site staff to monitor security 24/7
- 2 Resident Common Areas, which shall include:
 - Case Management Office
 - One community area
- 2 Hygiene Trailers, consisting of
 - 6 showers- 2 ADA
 - 8 toilets – 2 ADA
- Laundry facilities
- 1 Eating area:
 - Equipped with certain kitchen appliances, e.g., microwaves, refrigeration
- Fencing capable of locking the surrounding perimeter of two main areas
 - Six feet high chain link

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

5.1 Total Funding. The City agrees to fund OlyMAP in an amount not to exceed ONE MILLION NINETY-SIX THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND 22/100 CENTS (\$1,096,951.22) as provided in this Agreement.

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

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

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

7. Assurances. OlyMAP affirms that it has the requisite training, skill and experience necessary to establish, manage, and operate the Franz Anderson Tiny Home Village for the purposes stated in this Agreement in a manner that will ensure the stability, safety, and health of residents and that will promote safety in the community. This includes necessary skill and training in accounting matters so that expenses are tracked, and invoicing is properly and timely provided to the City for reimbursement. OlyMAP further affirms that any employees, officers, officials and volunteers are appropriately trained, accredited and licensed by any and all applicable agencies and governmental entities, including but not limited to being licensed to do business in the state of Washington and within the City of Olympia.

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

9. Equal Opportunity Employer.

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

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

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

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

10. Responsibilities for Communication. OlyMAP shall operate the Franz Anderson Tiny Home Village in a manner consistent with the accepted practices for other similar tiny house/shelter facilities, being particularly mindful of the surrounding neighborhood in which Franz Anderson Tiny Home Village is sited and its proximity to schools and businesses. OlyMAP shall:

- Host ongoing community meetings to share information, hear concerns, and answer questions about Franz Anderson Tiny Home Village, its development and operations.
- Organize meetings made up of neighborhood stakeholders, faith-based organizations, service providers, and businesses, which will provide ongoing advisory input to the Village that meets at least four times a year. OlyMAP shall invite the City's homeless response coordinator to attend all stakeholder meetings.

- Engage with interested parties through presentations and educational tools.
- Publicize telephone numbers, email addresses, and staff contacts for any community member seeking to contact the Village or OlyMAP staff, and OlyMAP shall respond promptly.
- Coordinate tours, as needed, in a manner that is respectful of resident privacy and dignity
- Respond promptly to any request for documentation relating to the establishment or operations of Franz Anderson Tiny Home Village or its communications.

11. Indemnification/Insurance.

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

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

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

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

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

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

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

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

3. Tenant Discrimination insurance coverage. The City shall be named as an additional insured under OlyMAP's Tenant Discrimination insurance policy/coverage with respect to the work performed as a part of this Agreement using an additional insured endorsement at least as broad as ISO CG 20 26, or as otherwise reasonably is similar.

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

5. Professional Liability insurance appropriate to OlyMAP's profession.

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

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

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

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

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

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

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

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

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

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

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

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

13. Treatment of Assets.

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

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

13.3 As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, OlyMAP agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such

property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

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

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

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

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

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

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

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

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

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

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

OlyMAP Contract Manager: Robert Bruce, Finance Manager
Olympia Mutual Aid Partners
1139 5th Ave SE
Olympia, WA 98501
Email: robert@olympa.org

With a copy to: Tyler Gundel, Executive Director
Olympia Mutual Aid Partners
1139 5th Ave SE
Olympia, WA 98501
Email: tye@olympa.org

17. General Provisions.

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

17.2 Modification or amendment, waivers. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all of the Parties hereto. No waiver

of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.16 Ratification. Any work performed in 2024 prior to the effective date of this Agreement, and that falls within the scope of this Agreement and is consistent with its terms, is hereby ratified and confirmed.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF OLYMPIA,
a Washington municipal corporation

OLYMPIA MUTUAL AID PARTNERS,
a Washington non-profit corporation

By: _____
Steven J. Burney, City Manager

By: Tyler Gundel
Tyler Gundel, Executive Director

Date: _____

Date: 06/10/2024

APPROVED AS TO FORM:

Mark Barber

Mark Barber, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

PARCEL A:

TRACT 10 AND THAT PORTION OF TRACT 11 OF COLLEGE CITY BERRY TRACTS, AS RECORDED IN VOLUME 9 OF PLATS, PAGE 7, LYING NORTHWESTERLY OF PRIMARY STATE HIGHWAY NO. 1, EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE STATE OF WASHINGTON BY DEEDS RECORDED JANUARY 15, 1957 UNDER AUDITOR'S FILE NO. 580057, JANUARY 24, 1957 UNDER AUDITOR'S FILE NO. 580325 AND JULY 3, 1985 UNDER AUDITOR'S FILE NO. 8507030084.

SITUATE IN THURSTON COUNTY, WASHINGTON.

SUBJECT TO EASEMENTS, RESERVATIONS, AND RESTRICTIONS OF RECORD.

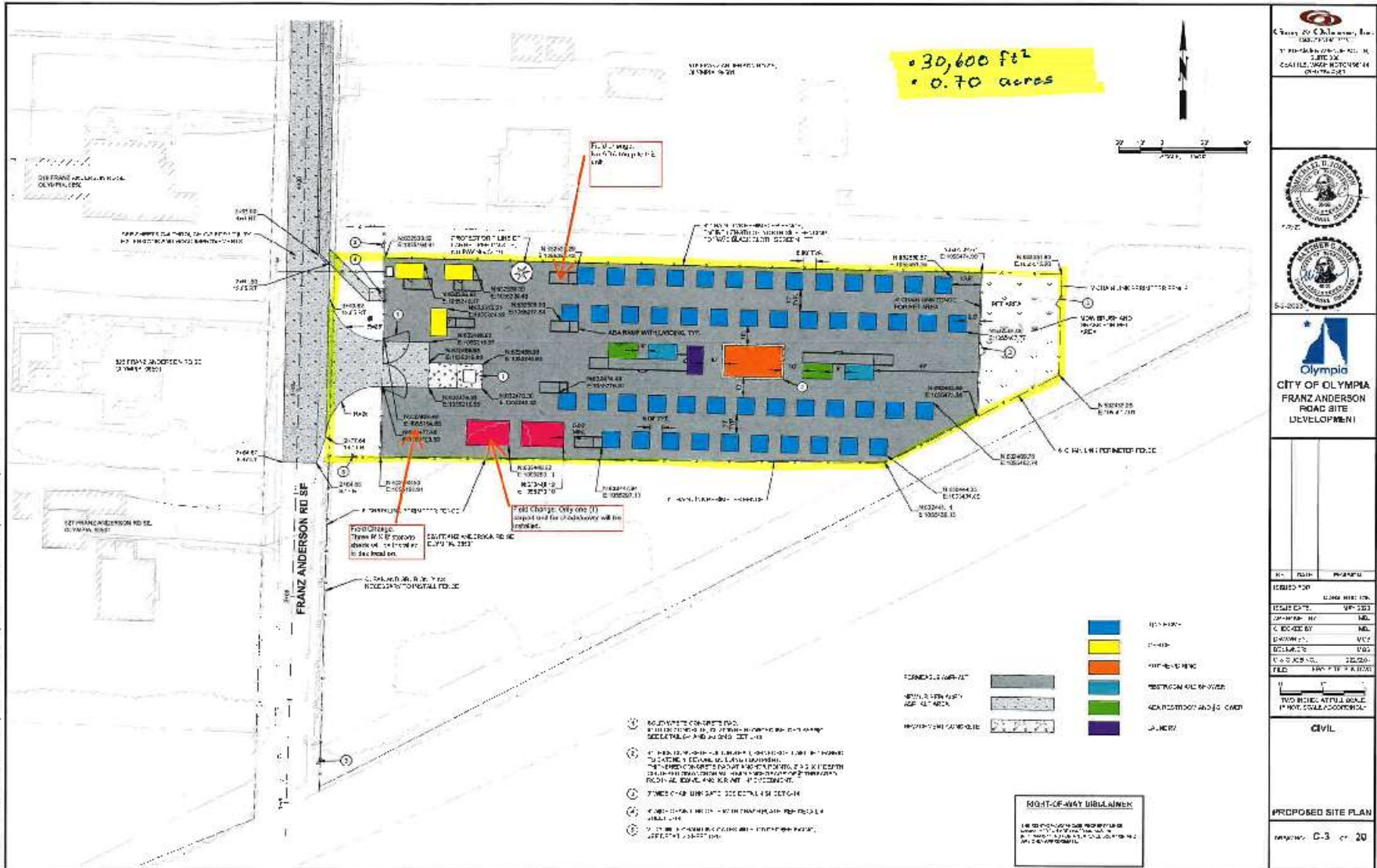


EXHIBIT A - 2024 FUNDING AGREEMENT - CITY OF OLYMPIA/OLYMPIA MUTUAL AID PARTNERS
PAGE 2

EXHIBIT B
OlyMAP's SCOPE OF OPERATIONS
for
Franz Anderson Tiny Home VILLAGE
Olympia, WA

I. Overview

Olympia Mutual Aid Partners (“OlyMAP”) is a partner in providing homeless outreach and care navigation services. The City’s Franz Anderson Tiny Home Village helps residents reclaim their dignity and get on a path to permanent housing by providing a heated and secure structure, and hygiene facilities, and ready access to case management. As an alternative to traditional shelter, tiny house/shelter facilities are a crisis response to homelessness where tiny houses/shelters can be set up quickly and cost effectively.

II. Community Engagement

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

III. Site Changes

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

IV. Operations and Security Plan

- OlyMAP Staff Oversight and Support: Hire, onboard, and support staff with an onsite supervisor and oversight from OlyMAP.

- Security: Ensure a secure site with a closed perimeter, monitored entrance, and secure facilities. OlyMAP will coordinate installation and maintenance of security cameras and will manage security camera footage.
- Site Management: Work with residents to ensure cleanliness and adherence to a Code of Conduct/Community Agreements developed by OlyMAP, in partnership with the residents, that is consistent with community expectations and the expectations of the City of Olympia. OlyMAP will conduct regular unit inspections to test smoke/carbon monoxide detectors and adherence to Code of Conduct/Community Agreements. OlyMAP will develop and staff processes for grievances and appeals for expulsions from the site. OlyMAP develop formal behavioral agreements that provide clarity regarding requirements for continuation or restoration of services.

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

- Maintenance: Conduct maintenance visits and perform required maintenance tasks as needed.
- 24/7 Communication: Ensure that OlyMAP staff are available around the clock to answer questions and communicate with emergency services.
- Intakes: Work effectively with the City and referring service providers on the intake of new residents to the program.
- Manage Donations: Manage donations and storage of donated supplies within the Village.
- Develop an emergency management plan, addressing weather, fire, and security issues.
- Ensure engagement and compliance with Thurston County Housing Information Management System. Ensure clients are entered into the HMIS system and Coordinated Entry. Track intakes, exits, and progress with HMIS reporting procedures provided by Thurston County. Maintain records of individuals served, service provided, outreach activities conducted, surveys completed and other reporting as requested by City of Olympia and submit reports monthly with invoices to the City of Olympia.
- Monitor and comply with Thurston County Health guidelines related to COVID-19 and other health and safety protocol and practices.

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

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

V. Case Management

- **Staff Oversight & Support:** Hire, onboard, and support case management staff with OlyMAP's experienced case management supervisory team.
- **Comprehensive Case Management:** Case Management will include Housing Case Management. Case Managers will help refer residents to transitional and permanent housing using vouchers, Section 8, Social Security, public assistance, earned income and income support. Case managers will work with any resident desiring to access case management services to develop a strengths-based, participant-led goal plan and to attain self-identified goals, including, but not limited to: available shelter and housing resources; completion of Coordinated Entry/HEAT and other housing/shelter assessments; obtaining phones and identification documents; obtaining identification, birth certificates, social security cards; obtaining basic survival and harm reduction supplies; transportation; behavioral health, medical, substance use and harm reduction services ; domestic violence support services; vehicle repairs; obtaining income through ABD/SSI/SSDI/TANF/WIC/EBT and/or employment; legal support and advocacy; relocation and family reconnection.
- Assist residents in filling out necessary paperwork and help each resident through the process requirements to obtain any assistance applicable to the individual resident's situation, including a Coordinated Entry intake.
- Work to enroll and provide Foundational Community Supports (FCS) services to eligible participants.
- **Education & Health Service Coordination:** Connect clients with agencies that improve health and education outcomes and help them through any process requirements to obtain necessary services.
- **Data Management:** Track intakes, exits, and progress with HMIS reporting procedures.
- **Intake Coordination:** Coordinate with referring agencies for successful program outcomes.

VI. Administrative

- Insurance: Maintain ample insurance coverage for the site and OlyMAP operations, naming the City of Olympia as an additional insured.
- Accounting: Document purchases, track finances, and bill accurately.
- Hiring: Manage all hiring and staffing needs.
- OlyMAP will perform background screening, including national criminal history checks, on all hired staff and on volunteers, as deemed appropriate.
- OlyMAP may screen sex offender status in compliance with OlyMAP's residency standards at the Franz Anderson Tiny Home Village.

EXHIBIT C
2024 BUDGET
Franz-Anderson Tiny Home VILLAGE

	Annual Limit
Staffing Costs (Salary, Taxes, Benefits)	\$889,240.01
STAFFING TOTAL	\$889,240.01
Facilities Cost (Vendors/Supplies/Materials/Utilities)	\$60,911.31
Office Operations	\$99,599.86
Basic Needs and Resident Support	\$47,200.04
EXPENSES TOTAL	\$1,096,951.22

**Additional Detail for Certain Types
of Reimbursable Budget Items**

Training: May include such trainings as CPR, First Aid, Bloodborne Pathogens, Food Handlers permitting/certification, use of NARCAN, overdose awareness and prevention, motivational interviewing, harm reduction and trauma-informed care, de-escalation and crisis response, domestic and sexual violence, suicide awareness and prevention, boundaries and vicarious trauma, compassion fatigue anti-discrimination, anti-racism/DEI, HMIS, Ragic, case management, general management, participant-led/strengths-based services, working with people who use drugs and people who recognize behavioral health challenges and other trainings relevant to homeless services and Evidenced-Based and Promising Practices. etc. Conferences and workshops may relate to homelessness or affordable housing. Training for villagers on self-governance, dispute resolution, domestic violence, financial literacy, anger management or any of the additional trainings listed above that may be relevant to building villager’s skills and abilities to meet their needs and improve their health, stability, safety, well-being and ability to positively engage and build relationships with the broader community

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

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

EXHIBIT D
INVOICE REQUIREMENTS

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

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

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

And your primary contract contact:

Tyler Gundel, Executive Director
Olympia Mutual Aid Partners
1139 5th Ave SE
Olympia, WA 98501
Cell: (360) 622-0434
Email: tye@olympa.org

City Responsibilities:

EXHIBIT D - 2024 FUNDING AGREEMENT - CITY OF OLYMPIA/OLYMPIA MUTUAL AID PARTNERS

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

EXHIBIT D-1
MONTHLY INVOICE

Invoice No. _____		Bill Period: _____		
BILL FROM VENDOR OR CLAIMANT		BILL TO AGENCY		
Olympia Mutual Aid Partners		City of Olympia		
701 Franklin Street SE		PO Box 1967		
Olympia, WA 98501		Olympia, WA 98507-1967		
REIMBURSEMENT REQUEST				
Budget Line Items	Budget	Prior Period Expenses to Date	Report Period Request	Line Item Balance
Staffing Expenses	\$ 889,240.01		\$ -	\$ 889,240.01
Other Operational Expenses	\$ 207,711.21		\$ -	\$ 207,711.21
			\$ -	\$ -
Totals:	\$ 1,096,951.22		\$ -	\$ 1,096,951.22
New Contract Balance for Current Fiscal Year		\$ 1,096,951.22	Reimbursement Request This Bill Period	\$ -
Contract Description:	Franz-Anderson Tiny Home Village		Supplier No.	SUP-00001833
Contract Period:	7/1/2-24-7/1/2025		BARS:	142-4060-716-41-01
			Project No.	ROW-COM
VENDOR CERTIFICATION		CITY CERTIFICATION		
The individual signing this voucher below warrants they have the authority to do so as authorized on behalf of the entity identified in the Vendor/Claimant section. The individual signing below certifies under penalty of perjury that the terms and totals listed herein are proper charges for materials, merchandise, or services furnished per the City contract referenced above, and that all good furnished and/or services rendered have been provided without discrimination on the basis of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.		I, the undersigned, do hereby certify under penalty of perjury, that the material furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the Claim is a just, due, and unpaid obligation against the City of Olympia, and that I am authorized and certify said Claim.		
Signed by: _____		Signed by: _____		
Printed Name	Title	Date Signed	Printed Name	Title
INSTRUCTIONS TO VENDOR OR CLAIMANT:				
Submit this form to claim payment for materials, merchandise, and services. Invoice must be completely filled out, signed and emailed to: Darian Lightfoot dlightfo@ci.olympia.wa.us 360-753-8033				
Joshua Chaney jchaney@ci.olympia.wa.us 360-233-6509				
Attach supporting documentation to this invoice as outlined in the contract.				
Invoices must be submitted monthly and are due within 60 days from the end of the month in which expenses are incurred.				
Failure to submit timely invoices will result in forfeiture of the rights to reimbursement for late expenses.				

EXHIBIT E
STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

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

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

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

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

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

Tyler Gundel, OlyMAP, Executive Director

(Date)

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

(Sole Proprietor Signature)

(Date)

EXHIBIT F
EQUAL BENEFITS COMPLIANCE DECLARATION

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

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

Tyler Gundel, OlyMAP Executive Director

Date



City Council

Approval of a Resolution Authorizing an Option to Purchase Real Estate Agreement of Real Property Owned by JJP Group, LLC for Future Temporary Shelter, Affordable Housing, Public Roadway, Wetlands Preservation, and Open Space

Agenda Date: 6/18/2024
Agenda Item Number: 4.K
File Number:24-0526

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

Title

Approval of a Resolution Authorizing an Option to Purchase Real Estate Agreement of Real Property Owned by JJP Group, LLC for Future Temporary Shelter, Affordable Housing, Public Roadway, Wetlands Preservation, and Open Space

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution Authorizing an Option to Purchase Real Estate agreement of Real Property owned by JJP Group, LLC for future temporary shelter, affordable housing, public roadway, wetlands preservation, and open Space.

Report

Issue:

Whether to approve a Resolution Authorizing an Option to Purchase Real Estate agreement of Real Property owned by JJP Group, LLC for future temporary shelter, affordable housing, public roadway, wetlands preservation, and open Space.

Staff Contact:

Darian Lightfoot, Director of Housing and Homeless Response, 360.280.8951

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The land containing a large encampment referred to as *The Jungle* has recently been listed for sale. The wooded parcels, totaling 19 acres are sandwiched between two major corridors, Martin Way and

Pacific Avenue and have been the topic of community discussions for many years. The City purchased a 6-acre parcel in the middle of the Jungle property in 2019, forecasting the need for future development and City interests in the broader property. Since then, the encampment has become more established and a greater impact to the surrounding neighborhood.

The site being listed for sale creates varying levels of uncertainty that are driving the proposed Option to Purchase agreement. The potential displacement of unhoused residents on the site caused by a change in ownership would have wide impacts on the community. People would potentially be forced to scatter throughout the City requiring divided attention from homeless response and social services providers, potentially creating several new smaller encampments that would need to be managed. Stabilizing the site and creating a more thoughtful relocation plan is a priority for the City.

A major barrier to the development of this site is the need to build a connecting road through the property from Martin Way to Pacific Ave. The road, along with utility extensions, is projected to cost over \$20 million and has yet to be deemed feasible by any private developer that has looked to purchase the property. This expense further highlights the need for public involvement to help expand the needed infrastructure outlined in the City's Comprehensive Plan. Opening this roadway would benefit the community in many ways, by providing an alternative route for emergency response to the nearby hospital, create biking, walking, and busing routes connecting the larger community, and opens up opportunities for additional commerce in the area.

The most valuable possibility that the purchase of this property provides the City, is the opportunity to develop affordable housing, specifically affordable homeownership. Creating wealth and providing options for stable housing are two of the community's highest priorities and owning this land builds on a model that the City has already had great success at using. Owning the land, or at least a pathway to ownership through this option agreement, will allow staff to pursue grant opportunities to fund the purchase of the land and develop affordable housing. Successful examples can be seen at Unity Commons, The Landing, and the Habitat for Humanity Boulevard Rd project.

The sale of this property has presented very timely as staff have identified a grant opportunity to purchase and develop the site into an owner-occupied Manufactured Home Community. The PRICE (Preserving and Reinvestment Initiative for Community Enhancement) grant released by the Department of Housing and Urban Development (HUD) is offering local communities funding for pathways for affordable homeownership. Pending City Council approval, the application will be finalized and submitted to HUD next month, including development of a road connecting Martin Way and Pacific Ave, a buffer to protect the wetland, relocation assistance for the unhoused residents, and 50 new manufactured homes for low-income residents. If this grant application is unsuccessful, staff will continue to search for creative housing opportunities for these parcels to help address the communities affordable housing crisis.

The Option to Purchase Agreement before council includes the following elements:

- A payment of \$80,000 per year for two years from the City to the owner. This payment is credited towards the agreed upon purchase price if the City moves forward with the sale and is nonrefundable.
- Permissible access to the site by City staff and social services providers to organize cleans and provide outreach to unhoused residents.
- Right-of-Way acquisition on an additional parcel adjacent to Pacific Avenue for the

construction of the roadway.

This agreement buys the City much needed time to thoughtfully address the complex elements of this site. Access to the site will help best connect residents to services and temporary housing, mitigating a potentially abrupt closure and displacement of dozens of people. The two-year time frame allows staff to pursue funding opportunities that meet the community's needs, specifically around affordable housing. Confirming the Option to Purchase agreement captures the formal interest to purchase the site by the City and strengthens grant applications and interest from potential housing developers. Staff will continue to research creative solutions for the site regarding unhoused residents and development opportunities during grant deliberation and beyond.

Climate Analysis:

The development of a new roadway and manufactured home community will include increased carbon emissions due to the current undeveloped site. However, project design supports strategies laid out in the Thurston Climate Mitigation Plan, particularly B4, B5, T1, T4, T5, and W1. Mitigation measures for increased carbon emissions will be incorporated into site and community development and design.

The proposed project is designed to reduce energy use in new construction or redevelopment by being fully electric, incorporating energy star rated appliances and having fully sealed home envelopes to promote energy savings. Energy efficient ductless heat pumps will be installed in each of the homes, providing both energy and cost savings for homeowners. Additionally, the homes will increase the local output of renewable energy by the installation of solar panels onto each of the manufactured homes.

The project will increase the efficiency of transportation by improving access to medical facilities, including Providence St. Peter Hospital, the region's primary hospital, and to the Martin Way transit corridor. The collector road will also incorporate sidewalks and bike lanes to encourage multimodal transportation. The collector road will allow for the expansion of current bus routes with Intercity Transit. Staff will work with Intercity Transit and relevant stakeholders to pursue the expansion of public transit, as connection to public transportation will reduce car transit.

The community design will include walkways and bike paths to encourage the use of active forms of travel. Staff considered installation of EV charging stations, but due to the availability of non-federal funding and the grant proposal's already robust request did not include in the grant application. Staff will explore future opportunities for grant funding such as the Washington State Electric Vehicle Charging Program to incorporate charging stations for electric vehicles.

The relocation of the residents in the Jungle will allow for cleanup and protection of the surrounding wetlands. Construction surrounding the wetlands will include buffers to ensure the health of the environment is able to regenerate and flourish. The wetlands provide a means to sequester carbon and will provide natural shading to the manufactured home community.

Equity Analysis:

Olympia is experiencing a housing crisis that has an overrepresented burden on Black, Indigenous and people of color due to discriminatory policies historical and modern; national and local.

Data from the 2022 Assessment of Fair Housing indicates that individuals participating in the Housing

Choice Voucher program or on the waitlist for housing assistance from the Housing Authority of Thurston County are more likely to be Black, Indigenous and people of color, people with disabilities, and other members of protected classes. For example, Black households comprised 11% of the Housing Choice Voucher Program participants in the City of Olympia, compared to 2.8% of the general population, and 20% of applicants on the waiting list for assistance from the Housing Authority of Thurston County identified as Black or African American.

Homeownership is the primary means for wealth building in the United States. The average homeowner's net worth is forty times that of a typical renter (Federal Reserve). It's a way to increase housing stability, financial stability, and a sense of community belonging. Homeownership creates opportunities and limits the uncertainty of a person's housing cost. It builds intergenerational wealth that can be leveraged to improve health, education, employment, and to provide generations of children a life more secure than that led by their parents and grandparents.

Low to moderate income households earning between 50-80% of Area Median Income will be prioritized for the homeownership opportunities created by this project. Housing costs at purchase will be limited to 30% of the household income. All residents will own their manufactured home, with an ability to sell their home and gain limited equity through individually recorded low-income covenants that may restrict sales to income qualified buyers. Through this limited equity structure, the homes in the community will remain affordable in perpetuity.

If the proposed grant application is unsuccessful and the site is still purchased by the City, staff are committed to finding an affordable housing project that continues to support those most marginalized and create pathways to homeownership for low-income residents.

Neighborhood/Community Interests (if known):

This site is currently the largest encampment in Thurston County, home to approximately 80 unhoused residents. The densely wooded area excluding any public infrastructure makes living at the site very difficult for residents and sometimes dangerous for emergency response and community outreach. The heavy foot traffic and lack of sidewalks along Martin Way causes near misses between pedestrians and vehicle drivers often making the area congested and challenging to access. Businesses in the area, including the hospital, have expressed direct concerns about how this encampment impacts their operations. This property has deep community interest, including the health and safety of the unhoused residents and their path to wellness, along with the environmental and neighborhood impacts an unmanaged encampment is bound to have.

Financial Impact:

The current listing price for the mentioned properties is \$3 million. Staff have included that amount in an upcoming grant application with the understanding that actual price will be negotiated after a formal appraisal is completed. The term of the option is two years at a cost of \$80,000 per year paid for by local Home Funds. Option payments made by the City will be applied toward and deducted from the purchase price of the property if the City elects to move forward with purchase. If the City chooses to not move forward with the purchase, payments made are nonrefundable.

Options:

1. Move to approve the resolution authorizing an Option to Purchase agreement with JJP Group, LLC
2. Move to approve the resolution with amendments authorizing an Option to Purchase

agreement with JJP Group, LLC

3. Take no action

Attachments:

Resolution

Option to Purchase

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING AN OPTION TO PURCHASE REAL ESTATE AGREEMENT OF REAL PROPERTY OWNED BY JJP GROUP, LLC FOR FUTURE TEMPORARY SHELTER/HOUSING, AFFORDABLE LOW INCOME HOUSING, A PUBLIC ROADWAY, WETLANDS PRESERVATION, AND OPEN SPACE

WHEREAS, JJP Group, LLC, a Washington limited liability company, (JJJ Group) owns real property located at 3126 Pacific Avenue, SE Olympia, Washington, consisting of approximately 11.59 acres, more or less, (herein “JJJ Property”); and

WHEREAS, City staff have determined the JJP Property is suitable for future temporary shelter/housing, affordable low income housing, a public roadway, wetlands preservation, and open space; and

WHEREAS, temporary shelter/housing, affordable low income housing, a public roadway, wetlands preservation, and open space on the JJP Property will benefit residents of the City of Olympia; and

WHEREAS, the City and JJP Group have negotiated terms and conditions for the City’s option to purchase the JJP Property; and

WHEREAS, the Olympia City Council hereby accepts the terms, among others, for:

- An option to purchase the JJP Property for Three Million Dollars and No/100 Cents (\$3,000,000.00) U.S., subject to confirmation by appraisal by the City;
- The term of the Option shall be for a period of two years, expiring after June 30, 2026, at a cost of \$80,000.00 per year, with the first payment due June 30, 2024, and the second payment due on June 30, 2025;
- Option payments made by the City shall be applied toward and deducted from the purchase price of the Property, if the City elects to exercise its Option to purchase;
- In the event the City decides not to purchase the Property, all Option payments made by the City to JJP Group, LLC are nonrefundable;

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

1. The Olympia City Council hereby accepts the terms and conditions negotiated with JJP Group, LLC for an option to purchase the real property located at 3126 Pacific Avenue, SE, in Olympia, Washington, from JJP Group, LLC for Three Million Dollars and No/100 Cents (\$3,000,000.00) U.S., subject to confirmation by appraisal by the City.

2. The City Manager is directed and authorized to execute all documents necessary for the option to purchase the aforesaid real property from JJP Group, LLC, upon the terms and conditions negotiated in the Option to Purchase Real Estate Agreement, and to make any amendments or minor modifications consistent with the intent of the option to purchase real estate agreement as may be necessary, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

OPTION TO PURCHASE REAL ESTATE AGREEMENT

This OPTION TO PURCHASE REAL ESTATE AGREEMENT (“Option” or “Agreement”) is made by and between JJP Group LLC (“Optionor”), and the CITY OF OLYMPIA, a municipal corporation organized under the laws of the State of Washington (“Optionee”), together known as the parties (“Parties”), effective as of the “Effective Date” (as defined below in Section 15.15).

A. Optionor is the owner of certain real property located in the City of Olympia, Thurston County, Washington, legally described on **Exhibit A** attached hereto (“Property”).

B. Optionee has determined that Optionor’s Property is suitable for future temporary shelter/housing, affordable low income housing, a public roadway, wetlands preservation, and open space purposes.

C. The signatories to this Option are authorized to execute associated documents, to correct legal descriptions if need be, and to correct scrivener’s errors and other errors or omissions that are otherwise in substantial conformance with this Agreement.

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

1. Property. Optionor hereby agrees to and does grant to Optionee an Option to Purchase the fee title rights to certain real property legally described herein on **Exhibit A** subject to the terms and conditions set forth herein, and Optionee hereby agrees to and does purchase an Option from Optionor to purchase the Property legally described on **Exhibit A**, subject to the terms and conditions set forth herein:

1.1 Land. Approximately 11.59 acres, more or less, consisting of Tax Parcel Number 11818420200 (1.76 acres, more or less) and Tax Parcel Number 11818420100 (9.83 acres, more or less) constituting the Property located in the City of Olympia, Thurston County, Washington, shown in a sketch on **Exhibit B**, attached hereto (the “Property”).

1.2 Appurtenances. All rights, privileges and easements appurtenant to the Property owned by Optionor, including without limitation any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Property (all of which are collectively referred to as the “Appurtenances”); and

1.3 Property for Right of Way. In addition to the foregoing, Optionor agrees to grant Optionee an Option to purchase right of way for public roadway purposes across the western portion of Tax Parcel Number 09840007000 (1.47 acres, more or less), as shown on **Exhibit C**. The width of the public road right of way shall be up to sixty-five (65) feet.

The Property, Appurtenances, and Right of Way described in **Section 1** above are herein collectively referred to as the “Property.”

2. Option Term. The term of the Option shall be as follows:

2.1 Term of Option. The term of this Option shall be for a period of two years, expiring after June 30, 2026.

3. Option Price. Optionee shall pay Optionor the amount of Eighty Thousand Dollars and No/100 Cents (\$80,000.00) U.S. per year for the Option to purchase the Property. The first Option payment shall be due to Optionor on or before June 30, 2024. Payment for the second year of the Option shall be made to Optionor on or before June 30, 2025.

4. Application of Option Payments Towards Purchase Price. The Parties agree that all Option payments made by Optionee shall be applied toward and deducted from the purchase price of the Property, if Optionee elects to exercise its Option to purchase. In the event the Optionee decides not to purchase the Property, all Option payments made by Optionee to Optionor are nonrefundable.

5. Purchase Price for Property. The listed Purchase Price for the Property is Three Million Dollars and No/100 Cents (\$3,000,000.00) U.S.. Optionee and its agents and employees are hereby granted the right to access the Property for the purposes of performing an appraisal and to perform any and all environmental studies or assessments of the Property during the Option terms.

6. Option to Purchase Shall Be a Covenant. The Option granted by Optionors to Optionee shall be a covenant running with the Property and shall be binding on all present and future owners and occupiers of the Property, their successors, heirs and assigns. This Option shall be recorded with the Auditor of Thurston County, Washington on the Option Closing Date (as defined below) at Optionee's sole cost and expense.

7. Option Closing Date, Deposit of Documents, and Closing Costs. The Closing for this Option to Purchase shall be at the offices of the "Escrow Agent" on a mutually acceptable date not later than ten (10) days after the Effective Date of this Option (the "Option Closing Date"), unless otherwise agreed to by the Parties. The Escrow Agent shall be Thurston County Title Insurance Company, in its capacity as Escrow Agent, located at 105 8th Ave SE, Olympia, Washington 98501. On the Option Closing Date, Escrow Agent shall record the executed Option to Purchase Real Estate Agreement between Optionor and Optionee and the Option amount for the first Option period shall be delivered by Optionee to the Escrow Agent and may be immediately released to Optionor. Optionors and Optionee will use their reasonable best efforts, consistent with and subject to their respective rights and obligations as otherwise set forth in this Option, to cause Closing for the Option to Purchase to occur on or before June 30, 2024. The Optionee shall pay the costs of Closing such as the escrow fee, preliminary title report, and any recording fees for the Option agreement. Optionor shall pay any real estate excise taxes that may be due or any overdue real property taxes due and owing.

8. Exercise of Option to Purchase. The Optionee may exercise this Option to Purchase by timely giving notice prior to the expiration of the Option term to Optionor or their successors, heirs or assigns, as provided in Section 14 below, of Optionee's decision to purchase the Property upon the terms set forth herein. If Optionee fails to timely exercise the Option to Purchase, this Agreement shall terminate and no longer be effective.

9. Title and Survey Matters for Option. Optionee has ordered a preliminary title report for the Property, describing the Property, showing all matters pertaining to the Property and

Optionor as vested fee owner in the Property. Nothing herein shall be construed as imposing any cost obligation upon the Optionor for Optionee's title report.

10. Initial Inspection; Environmental Reports. Optionor shall provide Optionee any environmental reports in Optionor's possession related to any hazardous materials or chemicals regulated by the Model Toxics Control Act concerning the Property, including Phase 1 and 2 environmental assessments. Optionee shall be entitled to perform any of its own tests or other studies concerning all aspects of the Property, including without limitation the environmental condition of the Property, within the period after the Effective Date and shall have the right and permission for its employees, representatives, consultants and agents to enter upon the Property, or any part thereof, at all reasonable times for the purpose, at Optionee's cost and expense, of making all tests and/or studies of the Property that Optionee may wish to undertake, including, without limitation, soils tests, toxic and hazardous waste studies, and surveys, provided, however, that Optionee shall schedule all access to the Property in advance with Optionor and shall be required to obtain Optionor's written consent prior to conducting any invasive testing (including approval of any proposed work plan), which consent shall not be unreasonably withheld by Optionor. Optionee shall further indemnify and hold harmless Optionor from and against any mechanic's or other liens or claims, causes of action, costs, expenses, or liabilities that may be filed or asserted against the Property or Optionor arising out of or relating to any actions taken by Optionee or its employees, agents, consultants or representatives in connection with the Property. Optionee, to the extent necessary, shall reasonably restore the Property at Optionee's sole cost and expense to its conditions immediately prior to any access or testing by Optionee or its employees, agents, consultants and representatives.

11. No Lease, License, or Occupancy Agreement. Optionor shall not enter into any lease, license or other occupancy agreement with any person for the Property until after the Option term has expired or Optionee has elected not to exercise its Option to Purchase the Property.

12. Additional Terms. The following additional terms shall also apply to this Option to Purchase Real Estate Agreement:

12.1 Access and Clean-up of Trash, Garbage, and Debris. Optionor hereby grants to Optionee or Optionee's agents, contractors, employees, or officials, the right to access the Property for the purpose of clean-up of garbage, trash, and debris at Optionee's own expense during the Option term.

12.2 Homeless Outreach Activities. In addition to the foregoing, Optionor grants Optionee the right to perform outreach activities for homeless persons located upon Optionor's Property.

12.3 Installation and Construction of Fences. Optionor further grants to Optionee the right to construct and install a fence along the Property line with the restaurant/bar known as Fatso's and THC Olympia, a seller of recreational/medicinal marijuana, located adjacent to the Property. Said fence construction and installation shall be at Optionee's sole discretion and expense.

13. After Exercise of Option to Purchase. If Optionee timely exercises the Option to Purchase, the Parties shall enter into an as-is, where-is Real Estate Purchase and Sale Agreement within thirty (30) days after Optionee's exercise of its Option to Purchase the Property. The Parties

agree to negotiate in good faith on the terms and conditions of the Real Estate Purchase and Sale Agreement.

14. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "Notices") shall be in writing and shall be validly given or made to the other party if delivered either personally or by FedEx or other overnight delivery service of recognized standing, or if deposited in the mail of the United States Postal Service by certified, registered, or express mail, with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by FedEx or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein with the United States Postal Service, such Notice shall be deemed given five (5) days after the deposit thereof in the mail of the United States Postal Service. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Optionor: Darshan Kaur, Registered Agent
 JJP Group LLC
 3200 Pacific Avenue SE
 Olympia, WA 98501-2045
 Email: satnamtmobile@gmail.com
 Phone: (360) 990-4621

[Remainder of page is left intentionally blank.]

To Optionee:: Steven J. Burney, City Manager
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Email: jburney@ci.olympia.wa.us
Phone: (360) 753-8740

With copies to: Rich Hoey, Assistant City Manager
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Email: rhoey@ci.olympia.wa.us
Phone: (360) 753-8227

Mark Barber, City Attorney
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Email: mbarber@ci.olympia.wa.us
Phone: (360) 753-8338

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

15. Miscellaneous.

15.1 Applicable Law and Venue. This Option to Purchase Real Estate Agreement shall in all respects, be governed by the laws of the State of Washington. Venue for any lawsuits concerning this Agreement shall be brought only in the Superior Court for Thurston County.

15.2 Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations under this Option to Purchase Real Estate Agreement, and to carry out the intent of the Parties hereto.

15.3 Modification or Amendment, Waivers. No amendment, change or modification of this Option to Purchase Real Estate Agreement shall be valid, unless in writing and signed by all of the Parties hereto.

15.4 Successors and Assigns. All of the terms and provisions contained in this Option to Purchase Real Estate Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assigns.

15.5 Entire Agreement. This Option to Purchase Real Estate Agreement shall constitute the entire understanding and agreement of the Parties with respect to the subject matter of this Option, and any and all prior agreements, understandings or representations with respect to such subject matters are hereby canceled in their entirety and are of no further force or effect.

15.6 Attorneys' Fees. Should either party bring suit to enforce the terms and conditions of this Option to Purchase Real Estate Agreement, the substantially prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

15.7 Construction. Captions are solely for the convenience of the Parties and are not a part of the Option to Purchase Real Estate Agreement. This Option to Purchase Real Estate Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Optionor or Optionee are required to take any action under the terms of this Option to Purchase Real Estate Agreement is not a business day, the action shall be taken on the next succeeding business day.

15.8 Partial Invalidity. If any term or provision of this Option to Purchase Real Estate Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Option to Purchase Real Estate Agreement shall not be affected thereby; and each such term and provision of this Option to Purchase Real Estate Agreement shall be valid and be enforced to the fullest extent permitted by law.

15.9 Survival. The covenants, agreements, representations and warranties made in this Option to Purchase Real Estate Agreement shall survive the Option Closing Date unimpaired and the recordation thereof of this Option agreement with the Auditor of Thurston County, Washington.

15.10 Finders' or Brokers' Fees. Optionor and Optionee each hereby represent and warrant to the other that no broker, agent or finders' fees or commissions, or other similar fees, are due or arising in connection with any of the transactions contemplated by this Option to Purchase Real Estate Agreement. Optionor and Optionee each hereby agree to indemnify, defend and hold the other harmless from and against any loss, liability, damage, cost, damage, claim or expense, including interest, penalties and reasonable attorneys' fees, that the other party shall incur or suffer because of any claim by a broker, agent, or finder claiming by, through, or under such indemnifying party, whether or not such claim is meritorious, for any compensation with respect to the entering into of this Option to Purchase Real Estate Agreement, the subsequent possible potential sale and purchase of the Property by Optionee, or the consummation of the transactions contemplated herein, except as provided herein.

15.11 Time. Time is of the essence of every provision of this Option to Purchase Real Estate Agreement.

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

15.13 No Individual Liability. In no event shall any shareholder, officer, director, member, partner, affiliate, agent, or employee of Optionor be or be held liable or responsible in any way for the obligations or liabilities of Optionor under this Option to Purchase Real Estate Agreement.

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

15.15 Effective Date. The term, “**date of this Agreement**”, or “**date hereof**”, or “**Effective Date**”, as used herein, shall mean the later of the following dates: (1) the date of Optionee’s signature; or (2) the date of Optionor’s signature.

15.16 Release of Option. If Optionee fails to timely exercise its Option to Purchase Real Estate Agreement for any reason hereafter, Optionee, if so requested by Optionor, shall promptly execute and deliver to Optionor a termination and release of the Option to Purchase Real Estate Agreement in recordable format in order for Optionor to clear title of the obligations hereunder by recording same.

[Signatures follow on next page.]

EXHIBIT A
Legal Description

PARCEL A:

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

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

IN THURSTON COUNTY, WASHINGTON.

PARCEL B:

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

IN THURSTON COUNTY, WASHINGTON.

EXHIBIT B
Sketch of Property

1064324 Vol 10 Pg 39

Parcel A

SECTION 18, TWP 18 N., R. 14 W.

ORIGINAL DESCRIPTION (from the subject)

0 Cont. of ...
0 ...

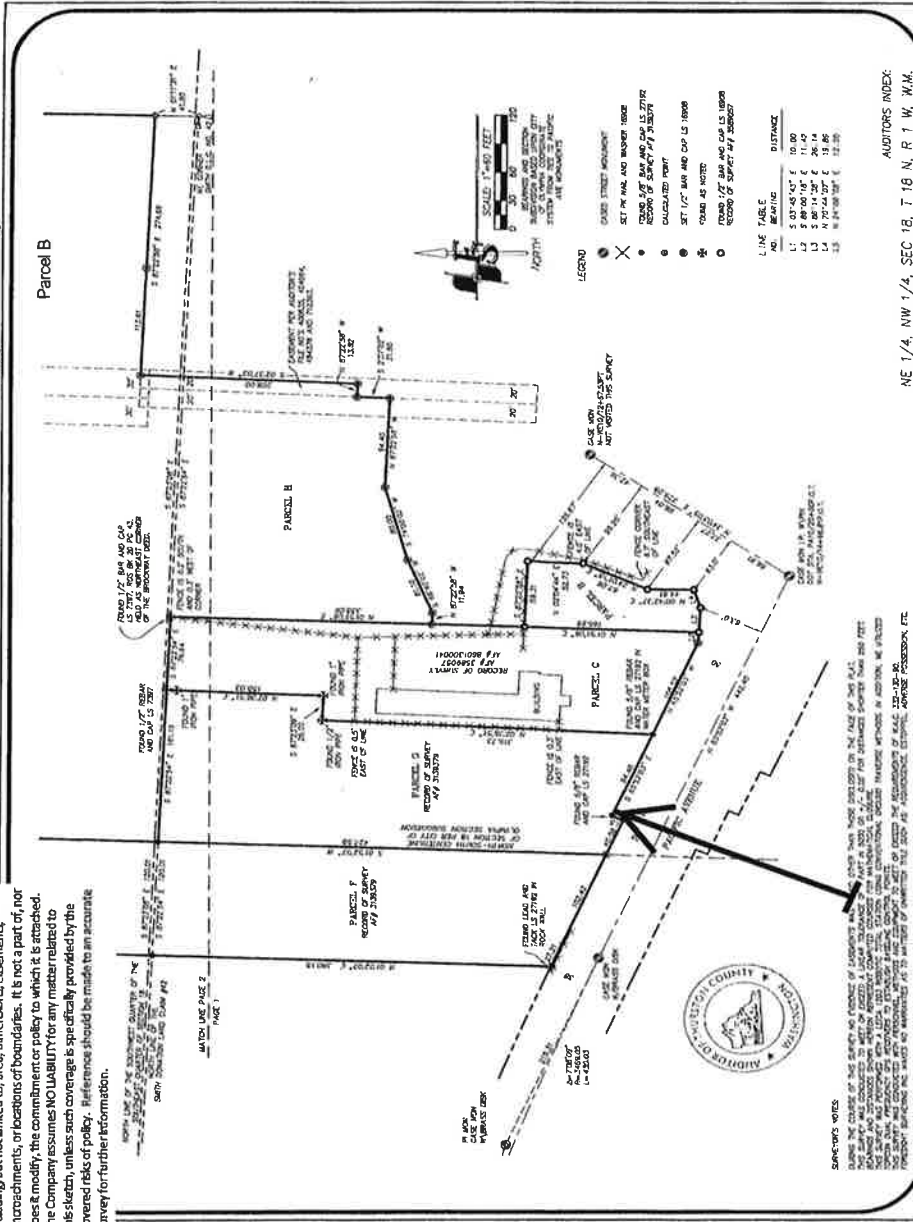
<p>BOUNDARY SURVEY</p> <p>NW 1/4 SEC. 218, T18N, R14W</p> <p>Surveyed by ...</p>	<p>BOUNDARY SURVEY</p> <p>NW 1/4 SEC. 218, T18N, R14W</p> <p>Surveyed by ...</p>	<p>BOUNDARY SURVEY</p> <p>NW 1/4 SEC. 218, T18N, R14W</p> <p>Surveyed by ...</p>
---	---	---

VOL. 10 Pg. 39
AF # 1064324

EXHIBIT C Sketch of Property

This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property, including, but not limited to, area, dimensions, easements, encroachments, or locations of boundaries. It is not a part of, nor does it modify, the commitment or policy to which it is attached. The company assumes NO LIABILITY for any matter related to this sketch, unless such coverage is specifically provided by the covered risks of policy. References should be made to an accurate survey for further information.

Survey # 418110 1/3



AUDITORS INDEX:

NE 1/4, NW 1/4, SEC 18, T 18 N, R 1 W, N.M.

LINE	BEARING	DISTANCE
1	S 01° 45' 41\"	10.00
2	S 89° 45' 41\"	10.00
3	S 08° 14' 28\"	26.14
4	N 79° 44' 29\"	13.86
5	S 89° 45' 41\"	10.00

RECORD OF SURVEY FOR
TILAND SCHMIDT

Professional Land Surveyors
14513 N. National Ave. (360) 748-4200
Columbus, GA 30515 (360) 748-2873 fax

FORESIGHT SURVEYING
Professional Land Surveyors
14513 N. National Ave. (360) 748-4200
Columbus, GA 30515 (360) 748-2873 fax

SUPERVISOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE ALABAMA SURVEYING ACT OF 1901 AND AS AMENDED THEREBY.

TILAND SCHMIDT
Surveyor

Survey # 418110 1/3



City Council

Approval of an Ordinance Amending Olympia Municipal Code (OMC) Chapter 2.05 Related to the Independent Salary Commission

Agenda Date: 6/18/2024
Agenda Item Number: 4.L
File Number:24-0410

Type: ordinance **Version:** 2 **Status:** 1st Reading-Consent

Title

Approval of an Ordinance Amending Olympia Municipal Code (OMC) Chapter 2.05 Related to the Independent Salary Commission

Recommended Action

Committee Recommendation:

The Community Livability and Public Safety Committee met on February 28 and directed staff to forward to the City Council updates to OMC Chapter 2.05 to address barriers to participating on the Independent Salary Commission.

City Manager Recommendation:

Move to approve on first reading, and forward to second reading, an Ordinance Amending Olympia Municipal Code (OMC) Chapter 2.05 Related to the Independent Salary Commission.

Report

Issue:

Whether to approve on first reading, and forward to second reading, an Ordinance Amending Olympia Municipal Code (OMC) Chapter 2.05 Related to the Independent Salary Commission.

Staff Contact:

Debbie Sullivan, Assistant City Manager, 360.753.8499

Presenter(s):

Debbie Sullivan, Assistant City Manager

Background and Analysis:

This Ordinance was on the May 14, 2024 City Council agenda for consideration, but at the time the City Council postponed action on the item to consider whether or not the Ordinance reflect that an appointed salary commissioner should be a registered voter in Thurston County. The Ordinance has returned for City Council consideration, with the qualifications edited to remove the requirement that an appointee be an "elector of Thurston County.

In July 2017, the City Council passed Ordinance No. 7089, in accordance with RCW 35.21.015,

creating an Independent Salary Commission to review and establish the salaries for all seven members of the Olympia City Council. The Independent Salary Commission serves a two year-term and is comprised of five residents appointed by the Mayor and approved by Council.

The City Council asked the Community Livability and Public Safety Committee (Committee) to evaluate the Independent Salary Commission process, specifically to find opportunities to incorporate diversity, equity, and inclusion and to remove barriers for community members to serve on the Commission.

A review of the Independent Salary Commission revealed barriers to participation that should be removed to expand diversity and provide equity and inclusion for all residents of the City.

The ordinance outlines the following updates to OMC Chapter 2.05.

1. Changing the requirement to serve on the Commission from citizen to resident.
2. Removing the qualification that a Commissioner must be a registered Thurston County voter.
3. Offering a per meeting stipend, as provided to other Council-appointed Committees and Commissions, to defray expenses such as transportation, meals, and childcare.
4. Removing the requirement to only being able to meet during the months of June or July.

If approved, the changes will go into effect on July 11, 2024.

Climate Analysis:

The project is not expected to have an impact on greenhouse gas emissions.

Equity Analysis:

The goal is to find opportunities to incorporate diversity, equity, and inclusion and to reduce barriers for community members to participate on the Commission. These changes expand the number of residents who can participate and helps defray expenses that may prevent people from serving.

Neighborhood/Community Interests (if known):

Community interests are addressed in the Equity Analysis.

Financial Impact:

The Independent Salary Commission will establish a salary and compensation schedule that will be implemented 30 days upon publication. This expense is included in the general fund operating budget.

Options:

1. Approve on first reading, and forward to second reading, an Ordinance of the City of Olympia, Washington, amending Olympia Municipal Code Chapter 2.05 related to the Independent Salary Commission.
2. Amend the recommended changes to the Ordinance based on Council feedback and approve the Ordinance of the City of Olympia, Washington, amending Olympia Municipal Code Chapter 2.05 related to the Independent Salary Commission.
3. Do not approve an Ordinance of the City of Olympia, Washington, amending Olympia Municipal Code Chapter 2.05 related to the Independent Salary Commission.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE CHAPTER 2.05 RELATED TO THE INDEPENDENT SALARY COMMISSION

WHEREAS, the Independent Salary Commission was created in 2017 by adoption of City of Olympia Ordinance No. 7089; and

WHEREAS, since 2017 the City of Olympia has engaged in efforts to expand and support diversity, equity, and inclusion so members of the community may participate in the City's respective boards, committees, and commissions by removing barriers to participation by the City's residents; and

WHEREAS, review of the Independent Salary Commission has revealed barriers to participation that should rightfully be removed to expand diversity and provide equity and inclusion for all residents of the City;

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

Section 1. Amendment of OMC 2.05. Olympia Municipal Code Chapter 2.05 is hereby amended to read as follows:

Chapter 2.05

INDEPENDENT SALARY COMMISSION

2.05.000 Chapter Contents

Sections:

- 2.05.010 Established.
- 2.05.020 Purpose – Function.
- 2.05.030 Membership.
- 2.05.040 Qualifications.
- 2.05.050 Operation.
- 2.05.060 Responsibilities and Duties.
- 2.05.070 Vacancies.
- 2.05.080 Removal.
- 2.05.090 Effective Date – Salaries.

2.05.010 Established.

There is created and established an independent salary commission.

2.05.020 Purpose – Function.

The independent salary commission shall review and establish the salaries of the Mayor, Mayor Pro Tem, and the Councilmembers and exercise the powers and perform the duties established by RCW 35.21.015, as now existing or hereafter amended.

2.05.030 Membership.

A. The independent salary commission shall consist of five members appointed by the Mayor and approved by the City Council.

B. The independent salary commission shall serve without compensation, but shall receive a stipend as provided in OMC 2.100.040(C) per meeting to defray expenses such as transportation, meals and child care.

C. Each member of the independent salary commission shall serve a term of two (2) years commencing upon appointment and terminating 24 months thereafter.

D. No member of the commission shall be appointed to more than two terms.

2.05.040 Qualifications.

A. No person shall be appointed to serve as a member of the independent salary commission unless that person is ~~a citizen of the United States,~~ a resident of the City for at least one year immediately preceding such appointment, ~~and an elector of Thurston County.~~

B. No officer, official, or employee of the City or any of their immediate family members may serve on the commission. "Immediate family member" as used in this subsection means the parents, spouse, siblings, children, or dependent relatives of an officer, official, or employee, whether or not living in the household of the officer, official, or employee.

2.05.050 Operation.

A. The City Manager will appoint appropriate city staff to assist the independent salary commission for clerical and support purposes.

B. The independent salary commission shall keep a written record of its proceedings, which shall be a public record in accordance with state law.

C. All meetings of the commission shall be open to the public pursuant to the Open Public Meetings Act, Chapter 42.30 RCW. The commission shall actively solicit public comment at all meetings, either verbally or in writing.

D. The independent salary commission shall meet as often as necessary in 2017 in order to file a salary schedule with the City Clerk on or before October 1, 2017. Once a salary schedule has been filed, the commission will not meet again until at least one year following the date of filing. Thereafter, the commission shall meet no less that one time per year, ~~during the months of June or July.~~

E. Three members of the commission shall constitute a quorum and the votes of three members shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the independent salary commission.

2.05.060 Responsibilities and Duties.

The independent salary commission shall have the following responsibilities:

A. To study the relationship of salaries to the duties of the Mayor, Mayor Pro-Tem, and the City Council, and to study the costs personally incurred by Councilmembers in performing such duties;

B. To study the relationship of Olympia City Councilmembers' salaries and benefits to those salaries and benefits of Councilmembers in other city jurisdictions of a comparable nature and other current market conditions.

C. To establish salary and benefits by either increasing or decreasing the existing salary and benefits for each position of Mayor, Mayor Pro-Tem, and Councilmembers by an affirmative vote of not less than three (3) members.

D. To review and file a salary and compensation schedule with the City Clerk not later than October 1, 2017, and when a salary commission is convened thereafter, by October 1 in any subsequent year.

2.05.070 Vacancies.

In the event of a vacancy in the independent salary commission due to resignation or removal, the Mayor shall appoint, subject to approval of the City Council, a person to serve the unexpired portion of the term of the former commissioner's position.

2.05.080 Removal.

A member of the independent salary commission shall only be removed from office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office, or for a disqualifying change of residence.

2.05.090 Effective Date – Salaries.

A. The City Clerk will publish the salary commission's schedule of salary and compensation which shall not become effective until thirty (30) days after publication. Such salary schedule shall be subject to referendum petition filed in accord with OMC Chapter 1.16 within thirty (30) days after filing of the salary schedule. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by a vote of the people. Referendum measures shall be submitted to the voters of the City at the next following general or municipal election occurring thirty (30) days or more after the referendum petition is filed and shall be governed by the provisions of the state Constitution or laws generally applicable to referendum measures.

B. Any salary increase or decrease shall become effective and incorporated into the City budget without further action of the City Council or salary commission.

C. Salary increases established by the commission shall be effective as to all members of the City Council, regardless of their terms of office.

D. Salary decreases established by the salary commission shall not be effective as to incumbent City Councilmembers until commencement of their next term of office.

E. Any adjustment of salary by the commission shall supersede any City ordinance related to the budget or fixing of salaries, but only to the extent there is a conflict.

F. Existing salaries for the Mayor, Mayor Pro-Tem, and Councilmembers established by City ordinance shall remain in effect unless and until changed in accordance with the provisions of this chapter.

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

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

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

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after passage and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Amending Ordinance 7387 (Operating, Special and Capital Budgets)

Agenda Date: 6/18/2024
Agenda Item Number: 4.M
File Number:24-0528

Type: ordinance **Version:** 1 **Status:** 1st Reading-Consent

Title

Approval of an Ordinance Amending Ordinance 7387 (Operating, Special and Capital Budgets)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the proposed Ordinance that amends Ordinance 7387 on first reading and forward to second reading.

Report

Issue:

Whether to approve the proposed Ordinance that amends Ordinance 7387 on first reading and forward to second reading.

Staff Contact:

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

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

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

The attached ordinance includes recommended amendments to the 2023 Operating Funds and Special Funds for the following Funds:

1. Special Acct Control Fund - \$320,000 appropriation for machinery and equipment. Use of fund balance.

2. Parking Fund - \$114,000 appropriation for general professional services. Use of fund balance.
3. Home Fund - \$610,000 appropriation for transfer to Home Fund Capital. Use of fund balance.
4. Wastewater Utility Operating Fund - \$200,000 appropriation for intergovernmental taxes. Use of fund balance.
5. Equipment Rental - \$90,000 appropriation for outside repairs and parts. Use of fund balance.
6. Unemployment Compensation - \$30,000 appropriation for intergovernmental payments. Unanticipated revenue.
7. Insurance Trust Fund - \$8,000 appropriation for property insurance payment. Unanticipated revenue.
8. Facilities Fund - \$8,000 appropriation for general professional services. Use of fund balance.

Climate Analysis:

This agenda item is expected to result in no impact to greenhouse gas emissions.

Equity Analysis:

One of the goals of the City's budget process is to ensure that city services are provided equitably to our residents and business communities, as well as the greater Olympia community. This agenda item is not expected to further impact known disparities in our community.

Neighborhood/Community Interests (if known):

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

Financial Impact:

Operating Funds - total increase in appropriations of \$732,000; Special Funds - total increase in appropriations of \$648,000 and Capital Funds - total increase in appropriations of \$1,380,000.

Options:

1. Approve ordinance amending ordinance 7387. This provides staff with budget capacity to proceed with initiatives approved by Council.
2. Do not approve the amending ordinance; staff will not have authorization to expend the funds.
3. Reschedule agenda item to another meeting.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE RELATING TO THE ADOPTION OF THE CITY OF OLYMPIA, WASHINGTON, 2023 OPERATING, SPECIAL, AND CAPITAL BUDGETS AND 2023-2028 CAPITAL FACILITIES PLAN; SETTING FORTH THE ESTIMATED REVENUES AND APPROPRIATIONS AND AMENDING ORDINANCE NO. 7387

WHEREAS, the Olympia City Council adopted the 2023 Operating, Special Funds and Capital Budgets and 2023-2028 Capital Facilities Plan (CFP) by passing Ordinance No. 7348 on December 13, 2022; and

WHEREAS, the Olympia City Council Amended Ordinance No. 7348 by passage of Ordinance 7363 on June 6, 2023; and

WHEREAS, the Olympia City Council Amended Ordinance No. 7363 by passage of Ordinance 7368 on August 22, 2023; and

WHEREAS, the Olympia City Council Amended Ordinance No. 7368 by passage of Ordinance 7387 on December 19, 2023; and

WHEREAS, throughout the year, updates are required to recognize changes relating to budget, finance, and salaries; and

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

WHEREAS, the following changes need to be made to Ordinance No. 7387;

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

Section 1. That certain document entitled the “Capital Facilities Plan”, covering the years 2023 through 2028, a copy of which will be on file with the Director of Finance and available on the City’s web site, is hereby adopted as the Capital Facility Plan (CFP) for the City of Olympia and is incorporated herein as though full set forth.

Section 2. Upon appropriation by the City Council of funds therefore, the City Manager shall be authorized to prepare plans and specifications, to take bids and to make expenditures for the projects set forth in the CFP during the year for which said projects are scheduled; provided, however, that any award bids and execution of contracts for construction shall be approved as provided in OMC Chapter 3.16.

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

Section 4. The Director of Finance (formerly known as the Director of Administrative Services) is hereby authorized to bring forward into fiscal year 2023 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years’ capital budgets.

Section 5. The 2023 Estimated Revenues and Appropriations for each Fund are as follows:

Operating Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
General, Regular Operations	\$13,136,995	\$96,857,843	\$109,994,838	\$0
General, Special Sub-Funds				
Special Accounts	1,212,872	1,564,891	2,777,763	0
	<u>1,532,872</u>		<u>3,097,763</u>	
Development Fee Revenue	0	8,902,937	8,561,419	341,518
Parking	0	1,816,540	1,759,413	57,127
	<u>56,873</u>		<u>1,873,413</u>	<u>0</u>
Post Employment Benefits	300,000	1,020,000	1,320,000	0
Washington Center Endowment	0	5,000	5,000	0
Washington Center Operating	0	496,000	478,606	17,394
Municipal Arts	100,940	107,265	208,205	0
Total General Fund	\$ 14,750,807	\$ 110,770,476	\$ 125,105,244	\$ 416,039
	<u>\$ 15,127,680</u>		<u>\$ 125,539,244</u>	<u>\$ 358,912</u>
Non-Voted General Obligation Debt	0	4,463,551	4,457,299	6,252
Voted General Obligation Debt	0	1,055,984	1,055,984	0
Water Utility O&M	1,142,050	15,267,207	16,409,257	0
Sewer Utility O&M	87,653	24,579,350	24,667,003	0
	<u>287,653</u>		<u>24,867,003</u>	
Solid Waste Utility	688,344	14,686,194	15,374,538	0
Stormwater Utility	352,810	7,762,663	8,115,473	0
Water Rev Bond Redemption	70,000	3,222,806	3,292,806	0
Sewer Bond Redemption	35,000	525,470	560,470	0
Storm/Surface Water Debt	0	123,649	123,649	0
Equipment Rental	0	3,380,017	3,084,982	295,035
		<u>3,470,017</u>	<u>3,174,982</u>	
Facilities Internal Service	0	2,810,334	2,810,334	0
	<u>8,000</u>		<u>2,818,334</u>	
Subtotal Other Operating Funds	\$ 2,375,857	\$ 77,877,225	\$ 79,951,795	\$ 301,287
	<u>\$ 2,583,857</u>	<u>\$ 77,967,225</u>	<u>\$ 80,249,795</u>	
Total Operating Budget	\$ 17,126,664	\$ 188,647,701	\$ 205,057,039	\$ 717,326
	<u>\$ 17,711,537</u>	<u>\$ 188,737,701</u>	<u>\$ 205,789,039</u>	<u>\$ 660,199</u>

Special Funds Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
HUD Fund	\$0	\$1,695,684	\$1,460,197	\$235,487
Lodging Tax Fund	237,143	1,040,000	1,277,143	0
Parking Business Improvement Area	52,365	97,700	150,065	0
Farmers Market Repair & Replacement	0	10,000	10,000	0
Hands on Children's Museum	223,808	720,000	943,808	0
Home Fund Operating Fund	0	6,725,991	4,509,070	2,216,921
			5,119,070	1,606,921
Cultural Access Tax Fund	105,480	2,971,000	3,076,480	0
Fire Equipment Replacement Fund	754,469	200,000	954,469	0
Equipment Rental Replacement	7,513,976	2,695,957	10,209,933	0
Unemployment Compensation Fund	0	112,500	85,054	27,446
		142,500	115,054	
Insurance Trust Fund	36,360	3,776,311	3,812,671	0
		3,784,311	3,820,671	
Workers Compensation Fund	501,620	1,947,875	2,449,495	0
Total Special Fund Budget	\$9,425,221	\$21,993,018	\$28,938,385	\$2,479,854
		<u>\$22,031,018</u>	<u>\$29,586,385</u>	<u>\$1,869,854</u>

Capital Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
Impact Fees	\$4,919,197	\$0	\$4,919,197	\$0
SEPA Mitigation Fund	112,680	0	112,680	0
Park & Recreation Sidewalk Utility Tax	0	2,886,667	1,578,581	1,308,086
Transportation Benefit District	416,985	1,585,000	2,001,985	0
Real Estate Excise Tax	3,698,002	3,104,507	6,802,509	0
Capital Improvements Fund	2,418,095	50,000	2,468,095	0
Home Fund Capital	3,281,139	7,315,000	10,596,139	0
Transportation Capital Improvement	482,214	27,909,221	28,391,435	0
General Facilities Capital	2,048,847	2,111,185	4,160,032	0
Parks Capital Improvement Fund	1,728,516	8,893,648	10,622,164	0
Drinking Water Capital Improvement	8,386,421	4,317,536	12,703,957	0
Wastewater Capital Improvement	6,869,510	908,284	7,777,794	0
Water Resources Capital Improvement	1,497,000	613,000	2,110,000	0
Stormwater and Surface Water Capital	2,690,777	1,524,356	4,215,133	0
Total Capital Budget	\$38,549,383	\$61,218,404	\$98,459,701	\$1,308,086
Total City Budget	<u>\$65,101,268</u>	<u>\$271,859,123</u>	<u>\$332,455,125</u>	<u>\$4,505,266</u>
	<u>\$65,686,141</u>	<u>\$271,987,123</u>	<u>\$333,835,125</u>	<u>\$3,838,139</u>

Section 6. Severability. The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances shall be unaffected.

Section 7. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 8. Effective Date. This Ordinance shall take effect July 17, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Public Hearing on the City of Olympia's Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Grant Application

Agenda Date: 6/18/2024
Agenda Item Number: 5.A
File Number:24-0533

Type: public hearing **Version:** 1 **Status:** Public Hearing

Title

Public Hearing on the City of Olympia's Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Grant Application

Recommended Action

Committee Recommendation:

Not referred to committee.

City Manager Recommendation:

Hold a Public Hearing on the City of Olympia's PRICE Grant application.

Report

Issue:

Whether to hold a Public Hearing on the City of Olympia's PRICE Grant application.

Staff Contact:

Anastasia Everett, Office of Community Vitality, CDBG Program Manager, 360.233.6197

Presenter(s):

Anastasia Everett, CDBG Program Manager

Darian Lightfoot, Director of Housing and Homeless Response

Background and Analysis:

The U.S. Department of Housing and Urban Development (HUD) has issued a Notice of Funding Opportunity (NOFO) which appropriates \$235 million in competitive grant funding for the preservation and revitalization of manufactured housing and eligible manufactured housing communities. Congress has directed HUD to undertake a competition using the Community Development Block Grant (CDBG) statutory and regulatory framework for this first-of-its-kind initiative. The Preservation and Reinvestment Initiative for Community Enhancement (PRICE) supports communities in their efforts to maintain, protect, and stabilize manufactured housing and manufactured housing communities (MHCs).

The City of Olympia is partnering with Northwest Cooperative Development Center (NWCDC) and collaborating with Thurston County to prepare a grant application response to the PRICE NOFO. The submission requirements include a 15-day public comment period and a public hearing. The public comment period for the grant application opens June 17th and closes at 5:00 p.m. July 1st. Comments and testimony received during the public comment period will be incorporated into the City's application and submission to HUD. Following the completion of the public participation requirements and approval of City Council, staff will submit the completed application to grants.gov no later than July 10th.

Manufactured housing is a critical piece of the nation's affordable housing stock that provides a home to over 22 million Americans. Manufactured housing and MHCs face significant challenges to affordability, resilience, infrastructure, and maintenance that are exacerbated by state titling and local zoning laws, financial pressures from landowners or investors, and extreme weather, natural hazards, and disaster events. Specifically in Thurston County, insufficient land, insufficient infrastructure, and a limited number of organizations skilled in creating resident-owned communities all pose barriers to creating new MHCs in Thurston County.

There is substantial need for more housing, especially affordable housing, across the County. Perhaps the biggest barrier to affordable housing in Thurston County is the lack of affordable housing stock in both the rental and homeownership markets. Thurston County is expected to grow to more than 383,500 people by 2045. To accommodate that growth, approximately 54,000 new housing units will need to be added. In 2021, 14% of the population in Olympia was determined to be living below the poverty line. This figure is higher than the 12.6% national average at the time. This unavailability of affordable housing is felt throughout our community as many households continue to be priced out of our City. The deficit of housing units calls for innovative and creative methods to increase the supply of housing.

This grant application reflects our dedication to innovative solutions and outlines the City's strategy to remove barriers we have identified related to the creation of new affordable housing. With PRICE funds the City will undertake the following activities:

1. Provide capacity building support to the Northwest Cooperative Development Center in creating the community's first resident-owned manufactured home community from its inception.
2. Provide capital funding to support the creation of new manufactured homeownership units.
3. Provide funding for acquisition of the selected project site.
4. Provide capital funding to construct a new major collector street connecting Pacific Avenue Southeast and Ensign Road.
5. Provide relocation assistance to residents of a large encampment where the park will eventually reside.
6. Provide funding for negative environmental site impact mitigation and wetland protection.

The project will establish a new resident-owned manufactured home community, Woodard Creek Manufactured Community, on property purchased by the City of Olympia. A new resident-owned manufactured home community and supporting infrastructure will then be built in partnership with Northwest Development Community Development Center (NWCDC), among other partners. The project will add 50+ units of manufactured housing for households whose income is between 50 -80%

of area median income. Because the housing will be resident owned, it will remove the likelihood of ground leases increasing at a rate that cause severe housing instability.

The project will expand and strengthen the partnership between the Thurston County jurisdictions and NWCDC, which will lead the way in building out the manufactured home community, qualifying the residents, and providing guidance and support to the community's residents to ensure long-term affordability.

Pursuing resident-owned communities and shared-equity cooperative housing models are strategies that were recommended through a recent Affordable Homeownership Study commissioned by the City of Olympia and completed in February 2024. The study found these housing models create more housing stability and affordability for residents and provide more housing choice.

Over the past two months, staff have reviewed project sites throughout the community aiming to determine the best location for a new MHC that is feasible, appropriately sized, and keeps residents connected to needed community resources. The proposed project site is at the intersection of Martin Way E and Ensign Road NE spanning to Pacific Avenue SE. The proposed location has many redeeming qualities but also poses some challenges to private development, decreasing the chances of the creation of affordable housing without any public support. The identified property is approximately 19 acres in total, with 6.7 acres already owned by the City of Olympia. The remaining acreage was recently listed for sale and is now included in this proposal upon approval of an Option to Purchase Agreement before the Council this evening.

The proposed project site provides an array of community benefits. In acquiring the property and creating a manufactured home community, the project will address a long-standing community concern relative to a large unsanctioned and unsafe homeless encampment which currently occupies the proposed subject property, commonly referred to as the Jungle. The cleanup of the encampment will provide environmental benefits, allowing staff and environmental professionals to address the impacts on the wetlands. The project site is also along a major transit corridor and a variety of nearby businesses. The creation of affordable homeownership units is expected to increase economic growth.

The project proposal includes a trauma-informed relocation of residents currently residing within the Jungle to more safe and healthy living conditions. It further proposes that the property will be used to establish a resident-owned manufactured home community where residents own their manufactured home, and the community owns the underlying land. The proposed project aligns with several of the region's Housing Action Plan goals and strategies for addressing the homelessness crisis.

Over the past 5 years, the Jungle has been home to hundreds of unhoused residents of Thurston County at one time or another. The 19-acre wooded area is located near the City's primary hospital and is located directly off a main transit corridor. The Jungle is the County's last and largest established encampment. The City of Olympia has a strong commitment to not sweep established encampments and only close a site if everyone is connected to housing, working off principles of trauma-informed care and community best practices. The vision of this proposal is to provide humane and resourced relocation assistance to approximately 80 unhoused individuals and turn a difficult to develop swath of land into an affordable homeownership opportunity for low-income community members.

The application includes a \$500,000 request for relocation funding. Relocation is a multi-step process that is dependent on several factors. The nearby Franz-Anderson permanent supportive housing (PSH) project, set to be ready for occupancy in late 2026, will provide PSH for residents currently housed in the 50-unit tiny home village along Franz-Anderson. As the tiny home village has 50 units and the Jungle's population exceeds the available units, the City's Homeless Response Team will work closely with service providers to identify PSH housing units for up to 30 residents of the Jungle during the first year and second years of the project. Upon completion of the Franz-Anderson PSH project and once the residents of the tiny home village are housed in the Franz-Anderson PSH, the tiny home village will be made available exclusively to the remaining residents of the Jungle. This is incredibly important, as this will allow for the Jungle as a well-established community to remain together and receive supportive services, daily meals, and laundry.

Another key piece of the City's grant application includes funding requested for the Ensign Road extension. The City's Transportation Improvement Plan places a focus on providing access by car and foot to goods and services. The Plan visualizes Olympia's street network as a well-connected system of small blocks, allowing short, direct trips for pedestrians, bicyclists, transit users, motorists, and service vehicles. The plan calls for the installation of a major collector street connecting Pacific Avenue Southeast (located to the south of the Jungle) to Ensign Road (located to the north of the Jungle). The collector will improve access to medical facilities, including Providence St. Peter Hospital, the region's primary hospital, and to the Martin Way transit corridor. Major construction will occur to bring utilities along the newly constructed collector road and up to the individual manufactured homes.

City staff have been pursuing letters of support from a variety of stakeholders for this project. Thus far we have received support from the Cities of Tumwater and Yelm, the Thurston County Chamber of Commerce, the Housing Authority of Thurston County, the Regional Housing Council, Homes First, Providence Swedish of South Puget Sound, and South Puget Sound Habitat for Humanity. Support from these organizations demonstrate the positive community impact the project is expected to have regionally.

The period of performance for this project, if awarded, is estimated to begin in late 2024. The grant requires completion of the project by September 30th, 2030. A detailed timeline can be found in the attached grant application. The minimum award amount for the PRICE grant is \$500,000 and the maximum award amount per project is \$75,000,000.

Climate Analysis:

The development of a new roadway and manufactured home community will include increased carbon emissions due to the current undeveloped site. However, project design supports strategies laid out in the Thurston Climate Mitigation Plan, particularly B4, B5, T1, T4, T5, and W1. Mitigation measures for increased carbon emissions will be incorporated into site and community development and design.

The project is designed to reduce energy use in new construction or redevelopment by being fully electric, incorporating energy star rated appliances and having fully sealed home envelopes to promote energy savings. Energy efficient ductless heat pumps will be installed in each of the homes, providing both energy and cost savings for homeowners. Additionally, the homes will increase the local output of renewable energy by the installation of solar panels onto each of the manufactured homes.

The project will increase the efficiency of transportation by improving access to medical facilities, including Providence St. Peter Hospital, the region's primary hospital, and to the Martin Way transit corridor. The collector road will also incorporate sidewalks and bike lanes to encourage multimodal transportation. The collector road will allow for the expansion of current bus routes with Intercity Transit. Staff will work with Intercity Transit and relevant stakeholders to pursue the expansion of public transit, as connection to public transportation will reduce car transit.

The community design will include walkways and bike paths to encourage the use of active forms of travel. Staff considered installation of EV charging stations, but due to the availability of non-federal funding and the grant proposal's already robust request did not include in the grant application. Staff will explore future opportunities for grant funding such as the Washington State Electric Vehicle Charging Program to incorporate charging stations for electric vehicles.

The project proposal includes the expansion of water and wastewater infrastructure. Housing staff will work closely with Public Works to ensure efficient design for new or improved infrastructure. The usage of pervious surfaces will be incorporated into community design, allowing water to percolate into the soil to filter out pollutants and recharge the water table.

The relocation of the residents in the Jungle will allow for cleanup and protection of the surrounding wetlands. Construction surrounding the wetlands will include buffers to ensure the health of the environment is able to regenerate and flourish. The wetlands provide a means to sequester carbon and will provide natural shading to the manufactured home community.

Equity Analysis:

The proposed project is designed through an equity lens. Olympia is experiencing a housing crisis that has an overrepresented burden on Black, Indigenous and people of color due to discriminatory policies historical and modern; national and local.

Data from the 2022 Assessment of Fair Housing indicates that individuals participating in the Housing Choice Voucher program or on the waitlist for housing assistance from the Housing Authority of Thurston County are more likely to be Black, Indigenous and people of color, people with disabilities, and other members of protected classes. For example, Black households comprised 11% of the Housing Choice Voucher Program participants in the City of Olympia, compared to 2.8% of the general population, and 20% of applicants on the waiting list for assistance from the Housing Authority of Thurston County identified as Black or African American.

Homeownership is the primary means for wealth building in the United States. The average homeowner's net worth is forty times that of a typical renter (Federal Reserve). It's a way to increase housing stability, financial stability, and a sense of community belonging. Homeownership creates opportunities and limits the uncertainty of a person's housing cost. It builds intergenerational wealth that can be leveraged to improve health, education, employment, and to provide generations of children a life more secure than that led by their parents and grandparents.

Low to moderate income households earning between 50-80% of Area Median Income will be prioritized for the homeownership opportunities created by this project. Housing costs at purchase will be limited to 30% of the household income. All residents will own their manufactured home, with an ability to sell their home and gain limited equity through individually recorded low-income

covenants that may restrict sales to income qualified buyers. Through this limited equity structure, the homes in the community will remain affordable in perpetuity.

Neighborhood/Community Interests (if known):

This project is expected to have a significant community and neighborhood interest regionally. The project will greatly impact nearby businesses as well as the residents currently at the Jungle encampment. As this project is sensitive in nature, communication about the specific project and location has been limited. The City has prepared a detailed outreach and public participation plan in the grant application which will be implemented should the City's grant application be awarded.

Neighborhood and community interests will be addressed in a multi-pronged effort, as there are a variety of stakeholders that will be impacted by this project, each with specific needs. The current encampment's impacts have led to high tensions among neighboring businesses with the City and service providers. As the neighboring businesses will be directly impacted by this project, the City will prioritize meaningful discussion and feedback throughout the site cleanup and relocation phases with business owners. Examples of outreach for neighboring businesses the City can pursue are town halls, neighborhood meetings and forums, and surveys. The removal of the encampment and creation of a new community is anticipated to have an overall positive effect on the neighboring businesses, reducing tensions and potentially increasing business and economic growth.

The Jungle is a longstanding community that is home to approximately 80 residents. The impact of uprooting an established community is high on residents and has the potential to be traumatic if not handled with care and community input. The City of Olympia Homeless Response Team will work closely with nonprofit service providers, Thurston County, and NWCDC to prepare and provide trauma-informed relocation services to the residents currently at the Jungle encampment. The City of Olympia will communicate directly with encampment residents through existing outreach efforts once the project is funded. This communication will provide details around the acquisition of the property and the anticipated impact and timing for residents of the encampment. This communication will occur through face-to-face conversations as well as posted information and flyers at the site.

This project will have Citywide and regional impacts as well. The City of Olympia, Thurston County, and NWCDC will communicate with a diverse range of stakeholders throughout the stages of the project. The creation of a new MHC will require equitable placement into the homeownership units. Local housing service providers such as the Housing Authority of Thurston County and Homes First will be included in the MHC planning process to ensure that access for these homeownership units is available to a variety of diverse households. This strategy is beneficial to the community in several ways. By offering homeownership opportunities to families receiving housing assistance by service providers, additional affordable rental units will become available for households currently unable to be placed in affordable housing. The created homeownership units will also be perpetually affordable, allowing the opportunity to increase generational wealth among many households.

Financial Impact:

The City is requesting \$40.9 million of federal funding to undertake the Woodard Creek Manufactured Community Project. A detailed budget is provided as an attachment to the staff report.

Direct costs associated with the project are \$46,384,870 and the City is requesting \$2,043,499 in indirect costs from the federal share to support the completion of the project.

The City is providing the following funding as local match to the federal share:
\$3 million in matching Transportation capital funding for the Ensign Road extension
\$2 million in Water and Wastewater Utility capital funding to match the cost of utility extensions along Ensign Road
\$200,000 in 1% for the arts funding
\$160,000 in Home Fund for the Purchase and Sale Option Agreement

Additionally, the City will pursue a Community Development Block Grant secured Section 108 Loan in the amount of approximately \$1.8 million to fund development of the site.

The total project budget is \$48.4 million.

Options:

1. Hold a Public Hearing on the City of Olympia's PRICE grant application.
2. Do not hold a Public Hearing and risk noncompliance with grant application requirements.
3. Defer the Public Hearing to another meeting date and risk untimely submission of grant application.

Attachments:

PRICE Notice of Funding Opportunity
Draft PRICE Grant Application
Detailed Budget
Letters of support
Timeline



U.S. Department of Housing and Urban Development

Community Planning and Development

Fiscal Years 2023 and 2024 Preservation and Reinvestment Initiative for Community
Enhancement (PRICE) Competition MODIFICATION

FR-6700-N-99

07/10/2024

Table of Contents

OVERVIEW	3
I. FUNDING OPPORTUNITY DESCRIPTION.....	3
A. Program Description	3
B. Authority	21
II. AWARD INFORMATION	21
A. Available Funds	21
B. Number of Awards	22
C. Minimum/Maximum Award Information	22
D. Period of Performance.....	23
E. Type of Funding Instrument	23
III. ELIGIBILITY INFORMATION	23
A. Eligible Applicants.....	23
B. Ineligible Applicants	24
C. Cost Sharing or Matching.....	25
D. Threshold Eligibility Requirements	25
E. Statutory and Regulatory Requirements Affecting Eligibility	27
F. Program-Specific Requirements	28
G. Criteria for Beneficiaries.....	34
IV. APPLICATION AND SUBMISSION INFORMATION	35
A. Obtain an Application Package.....	35
B. Content and Form of Application Submission.....	35
C. System for Award Management (SAM) and Unique Entity Identifier (UEI).....	39
D. Application Submission Dates and Times	40
E. Intergovernmental Review	43
F. Funding Restrictions	43
G. Other Submission Requirements.....	45
V. APPLICATION REVIEW INFORMATION	49
A. Review Criteria	49
B. Review and Selection Process.....	62
VI. AWARD ADMINISTRATION INFORMATION.....	64
A. Award Notices.....	64
B. Administrative, National and Departmental Policy Requirements and Terms for HUD Applicants and Recipients of Financial Assistance Awards	65

C. Reporting69
D. Debriefing71
E. PRICE Post-Award Program Requirements71
VII. AGENCY CONTACT(S).....89
VIII. OTHER INFORMATION90
APPENDIX.....91

Program Office:

Community Planning and Development

Funding Opportunity Title:

Fiscal Years 2023 and 2024 Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Competition MODIFICATION

Funding Opportunity Number:

FR-6700-N-99

Assistance Listing Number (formerly CFDA Number):

14.024

Due Date for Applications:

07/10/2024

OVERVIEW

The U.S. Department of Housing and Urban Development (HUD) issues this Notice of Funding Opportunity (NOFO) to invite applications from eligible applicants for the program and purpose described within this NOFO. You, as a prospective applicant, should carefully read all instructions in all sections to avoid sending an incomplete or ineligible application. HUD funding is highly competitive. Failure to respond accurately to any submission requirement could result in an incomplete or noncompetitive proposal.

In accordance with [Title 24 part 4, subpart B](#) of the Code of Federal Regulations (CFR), during the selection process (which includes HUD’s NOFO development and publication and concludes with the award of assistance), HUD is prohibited from disclosing covered selection information. Examples of impermissible disclosures include: 1) information regarding any applicant’s relative standing; 2) the amount of assistance requested by any applicant; and 3) any information contained in the application. Prior to the application deadline, HUD may not disclose the identity of any applicant or the number of applicants that have applied for assistance.

For further information regarding this NOFO, direct questions regarding the specific requirements of this NOFO to the agency contact identified in section VII.

Paperwork Reduction Act Statement. In accordance with the Paperwork Reduction Act of 1995 (44 U.S.C. 3501- 3520) (PRA), the Office of Management and Budget (OMB) approved the information collection requirements in this NOFO. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless the collection displays a valid OMB control number. This NOFO identifies its applicable OMB control number, unless its collection of information is excluded from these requirements under [5 CFR part 1320](#).

OMB Approval Number(s):

2506-0221

I. FUNDING OPPORTUNITY DESCRIPTION

A. Program Description

1. Purpose

More than 22 million Americans currently live in manufactured housing.^[1] Manufactured housing units account for approximately seven percent of occupied housing stock nationwide and fifteen percent in rural areas.^[2] Manufactured housing is also the largest source of unsubsidized affordable housing in the country, making it a crucial piece of the nation's affordable housing stock.^[3] The median household income of manufactured housing unit owners is about half the median household income of site-built homeowners. ^[4]

Manufactured housing can be permanently affixed to the lot underneath or be affixed to a support and anchoring system that allows the home to be relocated more easily. Manufactured housing is subject to HUD certification requirements pursuant to the regulations set forth in 24 CFR part 3282 (Manufactured Home Procedural and Enforcement Regulation) and the Manufactured Home Construction and Safety Standards set forth in 24 CFR 3280 (see the definition of manufactured housing in 24 CFR 3280.2).

There are many significant challenges that may impact housing stability for those that live in manufactured homes. Despite perceptions of manufactured housing as “mobile,” manufactured housing can be very expensive and complicated to move, and more than 90% of manufactured homes do not move after the initial installation.^[5] This can present a significant challenge for owners of manufactured homes who do not own the lot underneath their unit (referred to as “homesite renters” for the purposes of this NOFO). For some manufactured housing owners who rent a lot in a manufactured housing community (MHC), there is the potential for landowners or investors to increase lot rents, forcing homesite renters to make a difficult decision: pay to move their home, pay the increased rent, or leave their valuable asset.

Due to state titling laws, many prospective homeowners looking to purchase a manufactured home may have no option but to finance their home with personal property or “chattel” loans, which often have higher interest rates than typical real property mortgages. Many older manufactured homes require repairs or enhancements to make them livable and suitable to their environment, or they are sited in hazard prone areas. Meanwhile, nearly a third of households living in manufactured housing are headed by an elderly individual, and manufactured housing households have a higher prevalence of a significant disability.^[6] These vulnerable populations need access to infrastructure such as sidewalks, ramps, accessible parking, broadband access, and other amenities that are often unavailable for residents of manufactured housing. The infrastructure serving manufactured housing communities is often self-operated, not built to high standards, and has become increasingly stressed by deferred maintenance and extreme climate and weather events.^[7]

HUD is issuing the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) competition NOFO to preserve long-term housing affordability for residents of manufactured housing or an MHC, to redevelop MHCs, and to primarily benefit low- and moderate-income (LMI) residents. This NOFO is authorized by the Consolidated Appropriations Act, 2023 (Public Law 117-328, approved December 29, 2022) and the Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024). This modification incorporates the funding of \$10 million from the FY2024 appropriation for PRICE into the FY2023 competition. This modification also increases the funding intended for Tribal Applicants. Of the funding available from the FY2024 appropriation, \$1 million is reserved for Tribal Applicants. Congress appropriated in FY2023 and FY2024 a total of \$235 million for competitive grants to preserve and revitalize manufactured housing and eligible manufactured

housing communities and directed HUD to undertake a competition under title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.). Of the \$235 million available for the entire PRICE competition, \$210 million is available for PRICE Main. In total, at least \$11 million is intended for Tribal Applicants. The remaining \$25 million is reserved for a pilot program to assist in the redevelopment of manufactured housing communities as replacement housing that is affordable (PRICE Replacement Pilot). The minimum grant request for the PRICE Main competition is \$5 million for all applicants, except Tribal Applicants, and the maximum is \$75 million. Tribal Applicants may request a minimum of \$500,000 for the PRICE Main competition. The minimum grant request for the PRICE Replacement Pilot is \$5 million, and the maximum is \$10 million for all applicants. PRICE Main activities must assist in preserving and revitalizing manufactured housing and eligible MHCs, and PRICE Replacement Pilot awards must assist in the redevelopment of MHCs as affordable replacement housing.

In addition to thoroughly reviewing this NOFO, applicants are strongly encouraged to monitor HUD's [PRICE web site](http://hud.gov/program_offices/comm_planning/price) (hud.gov/program_offices/comm_planning/price) for information about general updates, Frequently Asked Questions, and PRICE webinars.

HUD has six goals for this competition:

- Fairly and effectively award the PRICE grant funding and related technical assistance.
- Increase housing supply and affordability for LMI persons nationwide, including in urban, suburban, rural, and tribal areas.
- Preserve and revitalize existing manufactured housing and manufactured housing communities.
- Increase resilience to extreme weather, natural hazards, and disaster events, support energy efficiency, and protect the health and safety of manufactured housing residents.
- Promote homeownership opportunities and advance resident-controlled sustainable communities through new and revitalized units of manufactured housing that will remain affordable.
- Support accessibility modifications, repairs, and replacement of deteriorating manufactured housing units – especially to increase accessibility and access for persons with disabilities, facilitate aging in place for older adults and increase access to affordable housing for low-income households.

Successful proposals will:

- Demonstrate a compelling need for the preservation and revitalization of manufactured housing or MHCs;
- Evaluate how manufactured housing and MHCs contribute to the local affordable housing stock and what resources are needed to rehabilitate or replace existing units and MHCs;
- Prioritize equity and affirmatively further fair housing by demonstrating a commitment and ability to identify and remove barriers to: 1) expanding access to affordable housing in a manner that promotes desegregation, and 2) expanding access to affordable housing for protected class groups, for example, by addressing the lack of physically accessible manufactured homes in accordance with Section 504 of the Rehabilitation Act of 1973 ([29 U.S.C. 794](http://www.uscourts.gov/uscourts/29-usc-794)) and implementing regulations at [24 CFR part 8](http://www.ecfr.gov/current/title-24/chapter-I/subchapter-B/part-8), or by addressing policies

preventing the rehabilitation of manufactured housing communities, deteriorating infrastructure, and lack of resources to support owners and residents of manufactured housing units;

- Engage a broad and inclusive stakeholder group, including residents of MHCs;
- Ensure tenant protections for manufactured housing residents who rent their unit and/or pad;
- Utilize strategies to reduce the impacts of environmental hazards and extreme weather;
- Increase community resilience, especially when reconstruction, relocation, or mitigation are involved; and,
- Ensure long-term housing availability, accessibility, and affordability for LMI households.

Please note the distinctions between the PRICE Main funding and the PRICE Replacement Pilot funding. PRICE Main focuses on affordable housing preservation by encouraging revitalization and enhancement activities to preserve existing MHCs and manufactured housing units, including the repair, rehabilitation, and replacement of existing manufactured homes; infrastructure improvements; and planning and resilience activities. The PRICE Replacement Pilot funding can be used for the redevelopment of MHCs as replacement housing to benefit households living in substandard housing or in disaster-prone areas, and includes activities such as construction of replacement housing, relocation assistance, buy-outs, and down payment assistance. The PRICE Replacement Pilot allows up to 4:1 replacement of manufactured housing units, which encourages applicants to expand affordable housing opportunities, boost housing supply, and spur innovative housing solutions.

Proposals for PRICE Main and PRICE Replacement Pilot may target one or multiple sites and may span multiple jurisdictions. HUD seeks to preserve and revitalize manufactured housing units or communities in both urban and rural areas, as well as on Tribal lands and in disaster-prone communities. Eligible revitalization activities are broad and may include infrastructure or housing (and other eligible activities). HUD is instituting a requirement that all housing units receiving PRICE assistance must be maintained as affordable for a minimum period of 15 years. Pursuant to title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), proposals for PRICE Main and the PRICE Replacement Pilot may include, but are not limited to, the following eligible uses:

- Development or improvement of infrastructure that supports MHCs and/or manufactured housing units, including roads, sidewalks, water, and wastewater infrastructure including well and septic systems, and utility hookups;
- Repair, rehabilitation, or replacement of existing housing units in manufactured housing communities (pre-1976 units, which were referred to as mobile homes, may only be replaced. PRICE funds may not be used for their repair or rehabilitation);
- Assisting manufactured housing renters or homesite renters with land and site acquisition;
- Planning activities around MHCs, including functional or implementation plans for land use or zoning changes to be more permissive of manufactured housing units or communities;
- Resident and community services, including relocation assistance (which may include moving manufactured housing units) and eviction prevention;

- Resilience activities, which include the reconstruction, repair, or replacement of manufactured housing and MHCs, as well as that for infrastructure serving MHCs, to enhance their safety and stability in the face of natural hazards such as, but not limited to, wildfires, earthquakes, tornados, extreme heat, and flooding, and to mitigate known hazards and the rising threat that extreme weather events present to manufactured housing due to climate change, except that for pre-1976 mobile homes, funds made available under resilience activities may be used only for replacement; or,
- Environmental improvements such as remediation of contaminants in land servicing MHCs.

A portion of funds are reserved for PRICE Replacement Pilot awards that may be used for the following:

- Redevelopment of MHCs as affordable replacement housing. Note that for each unit of single-family manufactured housing (including pre-1976 mobile homes) replaced under the project, up to four dwelling units of such affordable housing must be provided; or,
- Relocation assistance, buy-outs, or down payment assistance for residents.

Please note that additional guidance on CDBG-eligible activities can be found in the [CDBG Guide to National Objectives and Eligible Activities for Entitlement Communities](#) and Basically CDBG, Chapter 4 (Housing). Tribal Applicants can also review ICDBG guidance here: [Indian Community Development Block Grant Program \(ICDBG\) - Grants | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#).

Manufactured Housing Background

Manufactured homes are safe, quality housing and an affordable alternative often indistinguishable from site-built homes. Built in factories, the per square foot cost of producing a manufactured home is generally less than half the cost of constructing comparable site-built, single-family detached homes.^[8] The lower production costs pass through to consumers as the purchase price and monthly costs of manufactured homes are generally less than half that of site-built homes. These lower costs provide an avenue to affordable homeownership options for LMI residents. With a large and growing shortage of affordable and physically accessible housing in the United States, manufactured housing can provide more rental and ownership options for a variety of populations, including LMI persons.

The benefits and affordability of manufactured housing also apply to homes built on Tribal lands. About seventeen percent of households on Tribal land live in manufactured housing.^[9] With approximately 68,000 new units needed to eliminate housing overcrowding in Tribal areas alone, more manufactured housing could help alleviate an acute housing shortage for the American Indian/Alaska Native population and assist to replace severely physically inadequate units.

On June 22, 2023, HUD issued a [Dear Tribal Leader letter](#) soliciting Tribal feedback on manufactured housing needs in Indian Country. Additionally, manufactured housing was also discussed at HUD's inaugural Tribal Intergovernmental Advisory Committee (TIAC) meeting in April 2023, and Tribal representatives provided HUD feedback and recommendations. HUD received over seventy-four comments from more than ten respondents during Tribal consultation. Tribal commenters were supportive of the PRICE program, expressed a need for manufactured

housing in Tribal communities, and requested HUD provide a Tribal set-aside consistent with the Appropriations Acts. HUD thanks all the respondents that provided Tribal feedback. This NOFO was developed in accordance with HUD’s Tribal consultation policy and incorporates feedback from Tribal leaders.

A manufactured home is built to HUD’s Manufactured Home Construction and Safety Standards (“HUD Code”, 24 CFR part 3280), which are federal standards for the design and construction of manufactured homes to assure quality, durability, safety, and affordability. HUD was authorized to establish this code by the National Manufactured Housing Construction and Safety Standards Act of 1974. Since then, Congress and HUD have advanced the manufactured housing regulatory framework (including rounds of improvements to the HUD Code for manufactured housing beginning in 1976, and minimum installation standards promulgated in 2007 (24 CFR part 3285) and continual updates including the more recently published updates to The Manufactured Home Construction and Safety Standards, 3rd set Final Rule (effective July 12, 2021)).

Manufactured Housing Statistics

- In 2021, the average price of a manufactured home was \$108,100 (\$72 per square foot) and the average price of a site-built home was \$365,900 (\$144 per square foot). These figures exclude land costs. [\[10\]](#)
- About 40 percent of manufactured homeowners rent the lot where their home is located. They typically rent individual plots of land, known as lots or pads, in MHCs owned and managed by a for-profit operator. Less commonly, borrowers may place the unit on someone else’s land (such as that belonging to a family member) without making payment, rent the land from a non-profit or government entity, or own the land indirectly, such as participating in a resident-controlled cooperative. [\[11\]](#)
- Freddie Mac estimates that there are 1,065 resident owned communities, constituting 2.4% of the 45,600 MHCs estimated to be operating in the U.S. [\[12\]](#)
- The U.S. Census Bureau estimates that 112,882 manufactured housing units were shipped across the country in 2022 – a number that has grown consistently since the market collapse in 2009. [\[13\]](#)
- New manufactured homes can be built to replace both aging manufactured homes as well as site-built housing stock. More than half of the overall U.S. housing stock is more than 42 years old and a quarter is more than 62 years old. [\[14\]](#)
- Manufactured housing has the potential to be an even more significant source of unsubsidized affordable housing than it is today. The Biden-Harris Administration’s Housing Supply Action Plan promotes the development of more attractive or low-cost financing for manufactured homes to increase the U.S. affordable housing supply. [\[15\]](#)

[1] Urban Institute. Retrieved from [22 Million Renters and Owners of Manufactured Homes Are Mostly Left Out of Pandemic Assistance | Urban Institute](#) on September 15, 2023.

[2] Urban Institute. Retrieved from [22 Million Renters and Owners of Manufactured Homes Are Mostly Left Out of Pandemic Assistance | Urban Institute](#) on September 15, 2023.

[3] Consumer Financial Protection Bureau. Retrieved from [Manufactured Housing Finance: New Insights from the Home Mortgage Disclosure Act Data \(consumerfinance.gov\)](#) on September 15, 2023.

- [4] Fannie Mae. Retrieved from [Manufactured Housing and Manufactured Homes Landscape | Fannie Mae](#) on October 5, 2023.
- [5] Mobile Home Living. Retrieved from [4 Things To Consider Before Moving A Manufactured Home | Mobile Home Living](#) on July 17, 2023.
- [6] Consumer Financial Protection Bureau. Retrieved from [Data Spotlight: Profiles of older adults living in mobile homes | Consumer Financial Protection Bureau \(consumerfinance.gov\)](#) on September 8, 2023.
- [7] American Planning Association. Retrieved from [Potential of Manufactured Housing and Resident-Owned Communities \(planning.org\)](#) on September 15, 2023.
- [8] Urban Institute. Retrieved from [How Manufactured Housing Can Fill Affordable Housing Gaps | Housing Matters \(urban.org\)](#) on September 15, 2023.
- [9] The Center for Indian Country Development (CICD) at the Federal Reserve Bank of Minneapolis. Retrieved from [cicd-tribal-leaders-handbook-on-homeownership.pdf \(minneapolisfed.org\)](#) on July 17, 2023.
- [10] Joint Center for Housing Studies of Harvard University. Retrieved from [Comparison of the Costs of Manufactured and Site-Built Housing \(harvard.edu\)](#) on December 22, 2023.
- [11] Enterprise Community Partners. Retrieved from [Supporting Manufactured Home Communities | Enterprise Community Partners](#) on July 17, 2023.
- [12] Freddie Mac. Retrieved from [Freddie Mac: Manufactured Housing Residents Face Challenges in Establishing Resident-Owned Communities | Freddie Mac \(gcs-web.com\)](#) on July 17, 2023.
- [13] The Census Bureau. Retrieved from https://www2.census.gov/programs-surveys/mhs/tables/time-series/annual_shipmentstostates.xlsx on October 19, 2023.
- [14] Urban Institute. Retrieved from [The Role of Manufactured Housing \(urban.org\)](#) on July 17, 2023.
- [15] The White House. Retrieved from [President Biden Announces New Actions to Ease the Burden of Housing Costs | The White House](#) on July 17, 2023.

2. HUD and Program-Specific Goals and Objectives

This NOFO supports [HUD's Strategic Plan for Fiscal Years \(FY\) 2022-2026](#) to accomplish HUD's mission and vision. Each of the five goals in the [Strategic Plan](#) include what HUD hopes to accomplish, the strategies to accomplish those objectives, and the indicators of success. However, of the five goals only those applicable to this NOFO are identified below.

You are expected to align your application to the applicable strategic goals and objectives below. Use the information in this section to describe in your application the specific goals, objectives, and measures that your project is expected to help accomplish. If your project is selected for funding, you are also expected to establish a plan to track progress related to those goals, objectives, and measures. HUD will monitor compliance with the goals, objectives, and measures in your project.

Applicable Goals and Objectives from HUD's Strategic Plan

1. Strategic Goal 1: Support Underserved Communities

Fortify support for underserved communities and support equitable community development for all people.

2. 1A: Advance Housing Justice

Fortify support for vulnerable populations, underserved communities, and Fair Housing enforcement.

3. 1C: Invest in the Success of Communities

Promote equitable community development that generates wealth-building for underserved communities, particularly for communities of color.

4. Strategic Goal 2: Ensure Access to and Increase the Production of Affordable Housing

Ensure housing demand is matched by adequate production of new homes and equitable access to housing opportunities for all people.

5. 2A: Increase the Supply of Housing

Enhance HUD's programs that increase the production and supply of housing across the country.

6. Strategic Goal 3: Promote Homeownership

Promote homeownership opportunities, equitable access to credit for purchase and improvements, and wealth-building in underserved communities.

7. 3A: Advance Sustainable Homeownership

Advance the deployment of tools and capital that put sustainable homeownership within reach.

8. Strategic Goal 4: Advance Sustainable Communities

Advance sustainable communities by strengthening climate resilience and energy efficiency, promoting environmental justice, and recognizing housing's role as essential to health.

9. 4A: Guide Investment in Climate Resilience

Invest in climate resilience, energy efficiency, and renewable energy across HUD programs.

10. 4B: Strengthen Environmental Justice

Reduce exposure to health risks, environmental hazards, and substandard housing, especially for low-income households and communities of color.

Strategic Goal 1: Support Underserved Communities

PRICE supports underserved communities, including vulnerable populations residing in manufactured homes, and promotes equitable community development that incorporates residents of manufactured housing and MHCs into the overall community planning process.

Strategic Goal 2: Ensure Access to and Increase the Production of Affordable Housing

PRICE seeks to increase the supply of manufactured housing options and promote homeownership opportunities that make manufactured homes an available, affordable, and sustainable investment.

Strategic Goal 3: Promote Homeownership

PRICE advances sustainable homeownership by encouraging manufactured home and site acquisition, which provides stability to tenants and homesite-renters of manufactured homes.

Strategic Goal 4: Advance Sustainable Communities

PRICE encourages rehabilitation of manufactured homes and MHCs to make them climate and hazard resistant.

Funding Opportunity Goals

- HUD has six goals for this competition:

- Fairly and effectively award the PRICE grant funding and related technical assistance.
- Increase housing supply and affordability for LMI persons nationwide, including in urban, suburban, rural, and tribal areas.
- Preserve and revitalize existing manufactured housing and manufactured housing communities.
- Increase resilience to extreme weather, natural hazards, and disaster events, support energy efficiency, and protect the health and safety of manufactured housing residents.
- Promote homeownership opportunities and advance resident-controlled sustainable communities through new and revitalized units of manufactured housing that will remain affordable.
- Support accessibility modifications, repairs, and replacement of deteriorating manufactured housing units, especially to increase accessibility and access for persons with disabilities, facilitate aging in place for older adults and increase access to affordable housing for low-income households.

3. Changes from Previous NOFO

- Funding amounts for PRICE Main and for Tribal applicants have been updated to reflect additional PRICE funding provided by FY 24 Appropriations. See Sections II. A. and II. C. of this NOFO
- Additional background information about FY 23 and FY 24 Appropriations for PRICE is provided in Section I. A. 1.
- This NOFO provides guidance for applicants that wish to submit a single application requesting funding from both PRICE Main and PRICE Replacement Pilot in Sections III. C. and V. A, including clarifications on how such applicants will address the narrative prompts, provide separate budgets, and how they will be scored for match, but not leverage.
- Affordability requirements are clarified and expanded to apply to all PRICE activities, inclusive of infrastructure and housing activities, in Section IV.G.2.e.
- Clarification on minimum and maximum award amounts for PRICE Main, Tribal Applicants to PRICE Main, PRICE Replacement Pilot, and for combined PRICE Main and Replacement Pilot awards is provided in Sections I. A. 1., II. A. and II. C.
- This NOFO clarifies that other forms of residential new construction, which are not manufactured housing, are only eligible under the PRICE Replacement Pilot, see Sections III. F. 2. c. and d.
- The maximum application page limit has been increased from 40 to 45 pages. See Section IV. B. 2. of this NOFO.
- Definitions of match and leverage are provided in Sections I. A. 4. and III. C. For indirect costs, the de minimis rate option is updated to 15 percent based on recent changes to 2 CFR 200.403, see Section IV.F.
- Clarification on how applicants can demonstrate partnerships is provided in Section III. A.
- Clarification on how to obtain a UEI is provided in Section III. A.

- An exception to the minimum application threshold score for Tribal Applicants is provided in Section III. B. 7.
- Instructions provided for applicants who submitted applications prior to the NOFO modification are provided in Section III. D. 2.
- Updated public hearing / community meeting requirements and guidance on receiving public comments is provided in Sections VI. E. 4. and VI. E. 5. a. iii.
- Guidance for applicants who have not yet identified project sites has been added to Section V. A. 1. b.
- Clarification on the use of CDBG funds as leverage (PRICE Main) vs. match (PRICE Replacement Pilot) is provided in Section V. A. 1. d.
- Clarification on the timing of Environmental Reviews is provided in Section VI. B.
- Clarification on planning and administrative caps for non-government entities is provided in Section VI. E. 5. a. ix (ii).
- Clarification on the use of program income is provided in Section VI. E. 5. a. xvii.
- Clarification on demolition as an eligible activity is provided in Section VI. E. 5. a. xxviii.
- Clarification on the duration of PRICE funding under the separate Appropriations is provided in Section VI. E. 6.

4. Definitions

a. Standard Definitions

Affirmatively Furthering Fair Housing (AFFH) means taking meaningful actions, in addition to combating discrimination to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunities, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all program participant's activities and programs relating to housing and urban development.

Assistance Listing number refers to the unique number assigned to each Federal assistance program publicly available in the Assistance Listing, which is managed and administered by the General Services Administration. The Assistance Listing number was formerly known as the Catalog of Federal Domestic Assistance (CFDA) number.

Authorized Organization Representative (AOR) is a person authorized to legally bind your organization and submit applications via Grants.gov. The AOR is authorized by the E-Business Point of Contact (E-Biz POC) in the System for Award Management (see E-Biz POC definition). An AOR may include an Expanded AOR and/or a Standard AOR.

Expanded Authorized Organization Representative is a user in Grants.gov who is authorized by the E-Biz POC to perform the functions of a Standard AOR, initiate and submit applications on behalf of your organization, and is allowed to modify organization-level settings and certifications in Grants.gov.

Standard Authorized Organization Representative is a user in Grants.gov who is authorized by the E-Biz POC to initiate and submit applications in Grants.gov. A Grants.gov user with the Standard AOR role can only submit applications when they are a Participant for that workspace.

Consolidated Plan is the document submitted to HUD that serves as the comprehensive housing affordability strategy, community development plan, and submission for funding under any of the Community Planning and Development formula grant programs (e.g., CDBG, ESG, HOME, and HOPWA). This Plan is prepared in accordance with the process described in [24 CFR part 91](#). This plan is completed by engaging in a participatory process to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions with funding from formula grant programs. (See [24 CFR part 91](#) for HUD's requirements regarding the Consolidated Plan and related Action Plan).

Contract means, for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award. For additional information on contractor and subrecipient determinations, see [2 CFR 200.331](#).

Contractor means an entity that receives a contract as defined above and in [2 CFR 200.1](#).

Cooperative agreement has the same meaning defined at [2 CFR 200.1](#).

Deficiency, with respect to the making of an application for funding, is information missing or omitted within a submitted application. Examples of deficiencies include missing documents, missing or incomplete information on a form, or some other type of unsatisfied information requirement. Depending on specific criteria, a deficiency may be either Curable or Non-Curable.

A Curable Deficiency is missing or incomplete application information that may be corrected by the applicant with timely action. To be curable, the deficiency must:

- Not be a threshold requirement, except for documentation of applicant eligibility;
- Not influence how an applicant is ranked or scored versus other applicants; and
- Be remedied within the time frame specified in the notice of deficiency.

A Non-Curable Deficiency is missing or incomplete application information that cannot be corrected by an applicant after the submission deadline. A non-curable deficiency is a deficiency that is a threshold requirement, or a deficiency that, if corrected, would change an applicant's score or rank versus other applicants. If an application includes a non-curable deficiency, the application may receive an ineligible determination, or the non-curable deficiency may otherwise adversely affect the application's score and final funding determination.

E-Business Point of Contact (E-Biz POC) is an organization applicant who is responsible for the administration and management of grant activities for his or her organization. The E-Biz POC is likely to be an organization's chief financial officer or authorizing official. The E-Biz POC authorizes representatives of their organization to apply on behalf of the organization (see Authorized Organization Representative definition). There can only be one E-Biz POC per unique entity identifier (see definition of Unique Entity Identifier below).

Eligibility requirements are mandatory requirements for an application to be eligible for funding.

Environmental Justice means investing in environmental improvements, remedying past environmental inequities, and otherwise developing, implementing, and enforcing laws and policies in a manner that advances environmental equity and provides meaningful involvement for people and communities that have been environmentally underserved or overburdened, such as Black and Brown communities, indigenous groups, and individuals with disabilities. This definition does not alter the requirements under HUD’s regulations at [24 CFR 58.5\(j\)](#) and [24 CFR 50.4\(l\)](#) implementing [Executive Order 12898](#). E.O. 12898 requires a consideration of how federally assisted projects may have disproportionately high and adverse human health or environmental effects on minority and/or low-income populations. For additional information on environmental review compliance, refer to:

https://www.hud.gov/program_offices/comm_planning/environment_energy/regulations.

Equity has the meaning given to that term in Section 2(a) of Executive Order [13985](#) and means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

Federal Award, has the meaning, depending on the context, in either paragraphs (1) or (2) of this definition:

(1)

(a) The Federal financial assistance that a recipient receives directly from a Federal awarding agency or a subrecipient receives indirectly from a pass-through entity, as described in [2 CFR 200.101](#); or

(b) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in [2 CFR 200.101](#).

(2) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definitions of Federal financial assistance in [2 CFR 200.1](#), and this NOFO, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(3) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal Government owned, contractor operated facilities (GOCOs).

(4) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement in [2 CFR 200.1](#).

Federal Financial Assistance has the same meaning defined at [2 CFR 200.1](#).

Grants.gov is the website serving as the Federal government’s central portal for searching and applying for Federal financial assistance throughout the Federal government. Registration on

Grants.gov is required for submission of applications to prospective agencies unless otherwise specified in this NOFO.

Historically Black Colleges and Universities (HBCUs) are any historically Black college or university that was established prior to 1964, whose principal mission was, and is, the education of Black Americans, and that is accredited by a nationally recognized accrediting agency or association determined by the Secretary of Education to be a reliable authority as to the quality of training offered or is, according to such an agency or association, making reasonable progress toward accreditation. [A list of accredited HBCUs can be found at the U.S. Department of Education's website.](#)

Minority-Serving Institutions (MSIs) are

- (1) a part B institution (as defined in [20 U.S.C. 1601](#));
- (2) a Hispanic-serving institution (as defined in [20 U.S.C. 1101a\(5\)](#));
- (3) a Tribal College or University (as defined in [20 U.S.C. 1059c](#));
- (4) an Alaska Native-serving institution or a Native Hawaiian-serving institution (as defined in [20 U.S.C. 1059d\(b\)](#));
- (5) a Predominantly Black Institution (as defined in [20 U.S.C. 1059e](#));
- (6) an Asian American and Native American Pacific Islander-serving institution (as defined in [20 U.S.C. 1059g](#)); or
- (7) a Native American-serving nontribal institution (as defined in [20 U.S.C. 1059f](#)).

Non-Federal Entity (NFE) means a state, local government, Indian tribe, Institution of Higher Education (IHE), or non-profit organization that carries out a federal award as a recipient or subrecipient.

Primary Point of Contact (PPOC) is the person who may be contacted with questions about the application submitted by the AOR. The PPOC is listed in item 8F on the SF-424.

Racial Equity is the elimination of racial disparities, and is achieved when race can no longer predict opportunities, distribution of resources, or outcomes – particularly for Black and Brown persons, which includes Black, Latino, indigenous, Native American, Asian, Pacific Islander, and other persons of color.

Recipient means an entity, usually but not limited to non-Federal entities, that receives a federal award directly from HUD. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.

Resilience is a community's ability to minimize damage and recover quickly from extreme events and changing conditions.

Small business is defined as a privately-owned corporation, partnership, or sole proprietorship that has fewer employees and less annual revenue than regular-sized business. The definition of "small"—in terms of being able to apply for government support and qualify for preferential tax policy—varies by country and industry. The U.S. Small Business Administration defines a small business according to a set of standards based on specific industries. See [13 CFR Part 121](#).

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal 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 program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a federal award but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

System for Award Management (SAM) is the Federal Repository into which an entity must provide information required for the conduct of business as a recipient. Registration with SAM is required for submission of applications via Grants.gov. You can access the website at <https://www.sam.gov/SAM/>. There is no cost to use SAM.

Threshold Requirements are eligibility requirements that must be met for an application to be reviewed, rated, and ranked. Threshold requirements are not curable, except for documentation of applicant eligibility, which are listed in Section III.D., Threshold Eligibility Requirements. Similarly, there are eligibility requirements under Section III.E., Statutory and Regulatory Requirements Affecting Eligibility.

Underserved Communities has the meaning given to that term in Section 2(b) of Executive Order [13985](#) and refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the definition of “equity” above.

Unique Entity Identifier (UEI) means the identifier assigned by SAM to uniquely identify business entities. As of April 4, 2022, the Federal government has transitioned from the use of the DUNS Number to the use of UEI, as the primary means of entity identification for Federal awards government-wide.

b. Program Definitions.

Affordability, as it applies to housing costs, are those which do not overburden LMI households to the point of being unable to afford other necessities and non-housing expenses. HUD defines this as costs including utilities and fees, for which the LMI household/occupant is paying no more than 30 percent of gross income. *Additional affordability requirements applicable to this NOFO can be found in Section VI.E.*

Change of Use occurs when the use of real property acquired or improved in whole or in part with PRICE funds and owned by a grantee or subrecipient is changed from its planned use when the grant agreement was executed. If a change of use occurs that does not comply with the requirements for the use of PRICE funding, the grantee must repay the PRICE grant. Tribal Applicants should review 24 CFR 1003.504, State grantees should review 24 CFR 570.489(j), and entitlement and all other grantees should review 24 CFR 570.505 and 24 CFR 570.503(b)(7).

Colonias are communities within the US-Mexico border region that lack potable water supply, adequate sewage systems, and decent, safe, and sanitary housing, as defined by Section 916 of the National Affordable Housing Act of 1990, as amended.

Community Development Block Grant (CDBG) Program provides annual grants on a formula basis to states, cities, and urban counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C. 5301 et seq.

Community Development Financial Institutions (CDFIs) are U.S. Department of Treasury-certified financial intermediaries whose primary mission is to promote community development. Types of organizations that may meet the criteria to qualify as a CDFI include community development banks, community development corporations, community development credit unions, community development loan funds, community development venture capital funds and microenterprise loan funds.

Community Land Trust a non-profit entity that

- (1) has the development and maintenance of housing that is permanently affordable to LMI persons as its primary purposes;
- (2) is not sponsored or controlled by a for-profit organization;
- (3) uses a lease, covenant, agreement, or other enforceable mechanisms to require housing and related improvements on land held by the community land trust to be affordable to LMI persons for at least 30 years; and
- (4) retains a right of first refusal or preemptive right to purchase the housing and related improvements on land held by the community land trust to maintain long-term affordability.

Condominium (also known as a condo) is a privately-owned unit within a multi-unit development. Each owner has a shared interest in the common areas of the building—such as elevators, garages, gyms, etc.—which are typically maintained through monthly homeowners' association (HOA) fees.

Cooperative An entity in which each member shares in the ownership of the whole project with the exclusive right to occupy a specific housing unit and to participate in project operations through the purchase of stock.

Homeowners' Association An organization in a condominium or other planned housing community that makes and enforces rules about the appearance and maintenance of properties and that maintains common areas with money from membership fees.

Homesite Renter A person or member of a household that owns a manufactured home but does not own the lot on which the home sits.

Indian Community Development Block Grant (ICDBG) Program The ICDBG Program provides eligible grantees with direct grants for use in developing viable Indian and Alaska Native Communities, including decent housing, a suitable living environment, and economic opportunities, primarily for LMI persons. Projects funded by the ICDBG program must mainly benefit LMI persons (24 CFR 1003.208).

Indian tribe The term "Indian tribe" has the same meaning as such term is defined in Section 4 of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA)

(25 U.S.C. 4103). It includes federally recognized Indian tribes and five state-recognized Indian tribes eligible under NAHASDA: the MOWA Band of Choctaw, Coharie, Haliwa-Saponi Tribe, Lumbee Tribe, and Waccamaw Siouan Tribe.

Leverage For the purposes of this NOFO, leverage is a federal or non-federal elective contribution that may be either financial or non-financial, and that is firmly committed to address activities described in an applicant's PRICE Main application. Leverage is not applicable for the PRICE Replacement Pilot. PRICE Main applications may receive points based on the total amount of other resources and funding the applicant is leveraging. See Section III.C., Section V.A.1.d., and Attachment F for more information.

Local government or unit of general local government (UGLG) shall have the same meaning as "unit of general local government" in Section 102(a)(1) of the Housing and Community Development Act of 1974: The term "unit of general local government" means any city, county, town, township, parish, village, or other general purpose political subdivision of a state; Guam, the Northern Mariana Islands, the Virgin Islands, and American Samoa, or a general purpose political subdivision thereof; a combination of such political subdivisions that, except as provided in Section 5306(d)(4) of this title, is recognized by the Secretary; the District of Columbia; and the Trust Territory of the Pacific Islands. This term "local government" includes entitlement CDBG grantees and non-entitlement communities.

Lot Owner ("Owner") A person or member of a household that owns the lot on which their home sits.

Lot Rent Any charge imposed on a leaseholder for rental and occupancy of a mobile or manufactured home lot, unless specifically excluded by statute or rule. Lot rent may or may not include fees for utilities and MHC amenities such as trash collection, groundskeeping, snow removal, internet access, etc.

Manufactured Housing A structure, transportable in one or more sections, which in the traveling mode is 8 body feet or more in width, or 40 body feet or more in length, or which when erected onsite is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained in the structure. This term includes all structures that meet the above requirements except the size requirements and with respect to which the manufacturer voluntarily files a certification pursuant to 24 CFR 3282.13 and complies with the construction and safety standards set forth in 24 CFR 3280. The term does not include any self-propelled recreational vehicle. Calculations used to determine the number of square feet in a structure will include the total of square feet for each transportable section comprising the completed structure and will be based on the structure's exterior dimensions measured at the largest horizontal projections when erected onsite. These dimensions will include all expandable rooms, cabinets, and other projections containing interior space, but do not include bay windows. Nothing in this definition should be interpreted to mean that a manufactured home necessarily meets the requirements of HUD's Minimum Property Standards (HUD Handbook 4900.1) or that it is automatically eligible for financing under 12 U.S.C. 1709(b). References to manufactured housing and manufactured housing units in this NOFO include pre-1976 mobile homes, unless otherwise noted; however, PRICE funds may only be used to replace pre-1976 mobile homes, not for their repair or rehabilitation.

Notes: Shipping containers that are converted into housing units cannot be accepted as a HUD-code manufactured home unless they are provided with a permanent chassis and are transported to the site on their own running gear and otherwise comply with all HUD Standards and Regulations for manufactured homes and state and local building codes. As discussed previously, all manufactured homes are built to the Manufactured Home Construction and Safety Standards, 24 CFR part 3280.

Manufactured Housing Community (MHC) refers to land and manufactured housing units under unified ownership and developed for the purpose of providing individual spaces for the placement of manufactured homes for residential purposes within its boundaries. An MHC usually has some on-site utilities, road access, and water/sewer access and may have other community improvements such as a tornado shelter, broadband access, or drainage/landscaping. For purposes of this NOFO, housing units in MHCs may include a mix of manufactured, mobile (used for long-term residence, not transitory stays), stick-built, modular, or panelized units provided that manufactured housing units comprise 51% or more of the total housing units within the MHC.

Match is a required non-federal financial cost share exceeding 50 percent of the requested amount from the PRICE Replacement Pilot. Match is not applicable to PRICE Main. Match funding must be firmly committed. See section III.C., section V.A.1.d., and Attachment F for more information.

Metropolitan Planning Organization (MPO) shall have the same meaning as defined in Section 8 of the Federal Transit Act of 1991 at 23 U.S.C. 134(b).

Modular Housing A structure composed of modular components designed and manufactured off-site for residential use. Components are constructed in a facility that creates pre-engineered, factory-fabricated structures in one or more three-dimensional modules. State or local building codes in the jurisdiction of the site where the home is to be erected are complied with during component manufacturing. The components are transported to the home site for final assembly and completion on a permanent foundation under locally applicable building codes, if any. In some states or localities, modular homes are codified under another term, such as industrialized building or system-built home.

Multijurisdictional entity refers to any association of local governments or public agencies which are bound by collective agreement (such as a memorandum of understanding, joint powers authority, interstate compact, or the like), such that HUD determines that the entity is authorized and has administrative capability to carry out the activities under this NOFO on behalf of its member jurisdiction(s).

Nonprofit entity shall have the same meaning as nonprofit organization (as defined in 2 CFR 200.1) for the purposes of this NOFO.

Nonprofit Organization (as defined in [2 CFR 200.1](#)) means any corporation, trust, association, cooperative, or other organization, not including Institution of Higher Educations, that: (1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; (2) is not organized primarily for profit; and (3) uses net proceeds to maintain, improve, or expand the operations of the organization.

Planning Activities Consists of all costs of data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans. These may include comprehensive plans, community development plans, functional plans including Consolidated Plans and Annual Action Plans required of CDBG jurisdictions, planning activities to affirmatively further fair housing, and other plans and studies included in 24 CFR 570.205 and Section 105(a)(12) of the HCD Act.

Rehabilitation The labor, materials, tools, and other costs of improving buildings, other than minor or routine repairs. The term includes when the use of a building is changed to an emergency shelter and the cost of this change, and any rehabilitation costs, does not exceed 75 percent of the value of the building before the change in use.

Renter A person or member of a household who rents an apartment or house, including manufactured housing.

Resident A person or member of a household living in a manufactured home who may be an owner, homesite renter, or renter.

Resident-Controlled Manufactured Housing Community A manufactured housing community wherein homeowners form a non-profit organization which is called a cooperative, or a community that is formally organized as a condominium or homeowners association. Resident households are members of the cooperative or association which owns the land and manages the business that is the community. This includes, but is not limited to, making decisions about lot rent increases, community infrastructure enhancements, and the disposition of community amenities. Members of a cooperative own shares of the enterprise which entitle them to the right to occupy a particular unit. Members of a condominium or homeowners association continue to own their own homes individually and an equal share of the common areas, improvements, and land beneath the entire community. These are the most common forms of resident-controlled entity. An applicant may demonstrate through submission of legal documents that it is a resident-controlled entity.

Resilience Activities means the reconstruction, repair, or replacement of manufactured housing and MHCs to protect the current and ongoing health and safety of manufactured housing residents and to address weatherization and energy efficiency needs.

State Government shall have the same meaning as “State” in Section 102(a)(1) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

Tribal Applicant means an Indian tribe, or a Tribally Designated Housing Entity or Tribal organization designated by such Indian tribe to apply for a grant on its behalf. PRICE grants made to Tribal Applicants will be subject to ICDBG program requirements in 24 CFR part 1003, as modified in waivers and alternative requirements described in this NOFO.

Tribally Designated Housing Entities The term “Tribally Designated Housing Entity” (TDHE) has the same meaning as such term is defined in Section 4 of NAHASDA (25 U.S.C. 4103(22)). Indian tribes may designate a TDHE to apply on the Indian tribe’s behalf under this NOFO. Applications submitted by a TDHE on behalf of an Indian tribe(s) must include a tribal certification(s) or resolution(s) on official letterhead authorizing the TDHE to apply on behalf of the Indian tribe(s). HUD will accept existing Indian Housing Plan (IHP) certifications that state that the Indian tribe has delegated to the TDHE the authority to submit an IHP or application on

behalf of the Indian tribe without prior review by the Indian tribe. The certification(s) or resolution(s) must be submitted with the application and is a curable deficiency. An Indian tribe that authorizes a TDHE to apply on its behalf may not also submit its own application for funding. Such applications will not be evaluated.

Tribal organization shall have the same meaning as the term “Tribal organization” in 24 CFR 1003.5(b). Indian tribes may designate a Tribal organization to apply on the Indian tribe’s behalf under this NOFO. Applications submitted by a Tribal organization on behalf of an Indian tribe(s) must include a tribal certification(s) or resolution(s) on official letterhead authorizing the Tribal organization to apply on behalf of the Indian tribe(s). The certification(s) or resolution(s) must be submitted with the application and is a curable deficiency. An Indian tribe that authorizes a Tribal organization to apply on its behalf may not also submit its own application for funding. Such an application will not be evaluated.

Uniform Relocation and Real Properties Acquisition Policies Act of 1970, as amended (URA) and its implementing regulations at 49 CFR part 24 establish minimum requirements for the acquisition of real property and the displacement of persons from their homes, businesses, or farms as a direct result of acquisition, rehabilitation, or demolition for federally assisted programs and projects.

B. Authority

The funding authority for PRICE Main and the PRICE Replacement Pilot under this NOFO is provided by the Consolidated Appropriations Act, 2023 (Public Law 117-328, approved December 29, 2022), with additional funding for PRICE Main provided by the Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024) (Appropriations Acts). The program authority for PRICE is Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), and the Appropriations Acts.

II. AWARD INFORMATION

A. Available Funds

Funding of approximately **\$235,000,000** is available through this NOFO.

Additional funds may become available for award under this NOFO consistent with Section VI.A.2.e., Adjustments to Funding. Use of these funds is subject to statutory constraints. All awards are subject to the funding restrictions contained in this NOFO.

- **PRICE Main:** \$210,000,000 (\$200 million of FY 2023 funds and \$10 million of FY 2024 funds) available to state governments, local governments, metropolitan planning organizations, multi-jurisdictional entities, resident-controlled MHCs, cooperatives, non-profit entities (including consortia of non-profit entities), CDFIs, Tribal Applicants, and entities that partner with one or several residents of such eligible communities or that propose to implement a grant program that would assist residents of such eligible communities for the purposes of development of infrastructure, planning activities, resident and community services, resilience activities, and providing other assistance to manufactured housing tenants and homesite renters for land and site acquisition. Note that eligible applicants may also support or partner with residents of Colonias. Of the amount for PRICE Main, at least \$11 million (\$10 million of FY 2023 funds and \$1

million of FY 2024 funds) is intended for Tribal Applicants, subject to HUD receiving an adequate number of fundable applications from Tribal Applicants. Among the eligible applicants listed, both current and prospective CDBG and ICDBG recipients are encouraged to apply. Tribal Applicants receiving PRICE Main funding are subject to the ICDBG requirements.

- **PRICE Replacement Pilot:** \$25,000,000 of FY 2023 funds are available to state governments, local governments, metropolitan planning organizations, multi-jurisdictional entities, resident-controlled MHCs, cooperatives, non-profit entities (including consortia of non-profit entities), CDFIs, Tribal Applicants, and entities that partner with one or several residents of such eligible communities or that propose to implement a grant program that would assist residents of such eligible communities in the redevelopment of manufactured housing communities as replacement housing that is affordable. Note that eligible applicants may also support or partner with residents of Colonias. Among the eligible applicants listed, both current and prospective CDBG and ICDBG recipients are encouraged to apply. Under the PRICE Replacement Pilot, grantees are required to supplement (“match”) the amount of the Pilot **request** with non-federal amounts exceeding 50 percent of the amount requested under the Pilot. If single-family manufactured housing units (including pre-1976 mobile homes) are replaced as part of a project that is conducted with PRICE Replacement Pilot funds, those units must be replaced with up to four units of such affordable housing. All housing units receiving PRICE assistance must be provided as affordable for a minimum period of 15 years. Applicants proposing to conduct such activities for redevelopment of manufactured housing communities as replacement housing that is affordable are also eligible to apply for PRICE Main. Tribal Applicants receiving PRICE Replacement Pilot funding are subject to the ICDBG requirements. An applicant applying for PRICE Replacement Pilot funding must include an express statement in the application that it is applying for the PRICE Replacement Pilot. PRICE Replacement Pilot applications that do not include the required match may be considered for PRICE Main, as applicable.

B. Number of Awards

HUD expects to make approximately 25 awards from the funds available under this NOFO.

C. Minimum/Maximum Award Information

Total Funding:

\$210,000,000 for PRICE Main awards (of which \$11,000,000 is designated for Tribal Applicants)

\$25,000,000 for PRICE Replacement Pilot awards

Minimum Award Amount for PRICE Main (all applicants except Tribal Applicants): \$5,000,000

Minimum Award Amount for PRICE Main (Tribal Applicants only): \$500,000

Maximum Award Amount for PRICE Main (all applicants **including** Tribal Applicants): \$75,000,000

Minimum Award Amount for PRICE Replacement Pilot (all applicants): \$5,000,000

Maximum Award Amount for PRICE Replacement Pilot (all applicants): \$10,000,000

Maximum Award Amount for Dual Awards (PRICE Main and PRICE Replacement, all applicants): \$75,000,000

Estimated Total Funding:
\$235,000,000

Minimum Award Amount:
\$500,000
Per Project Period

Maximum Award Amount:
\$75,000,000
Per Project Period

D. Period of Performance

Estimated Project Start Date:
10/01/2024

Estimated Project End Date:
09/30/2030

Length of Project Periods:
Other

Length of Periods Explanation of Other:
6 years

E. Type of Funding Instrument

Funding Instrument Type:
G (Grant)

III. ELIGIBILITY INFORMATION

A. Eligible Applicants

00 (State governments)

01 (County governments)

02 (City or township governments)

07 (Native American tribal governments (Federally recognized))

11 (Native American tribal organizations (other than Federally recognized tribal governments))

25 (Others (see text field entitled "Additional Information on Eligibility" for clarification))

99 (Unrestricted (i.e., open to any type of entity above), subject to any clarification in text field entitled "Additional Information on Eligibility")

Additional Information on Eligibility

Other eligible applicants include multi-jurisdictional entities, metropolitan planning organizations, resident-controlled MHCs, cooperatives, non-profit entities (including consortia of

non-profit entities), CDFIs, Tribal Applicants, and entities (including for-profit entities) that partner with one or several residents of such eligible Manufactured Housing Communities or that propose to implement a grant program that would assist residents of such eligible Manufactured Housing Communities.

Applicants who partner with Manufactured Housing Communities or propose to implement a program assisting residents of eligible Manufactured Housing Communities may implement a grant award by means of subaward(s) to subrecipient(s) to carry out PRICE program activities. Such applicants must provide evidence of collaboration between the parties. This means attaching as a part of the application relevant and supporting documentation, such as a legally binding development or cooperation agreements. For-profit entities may be deemed eligible where HUD determines PRICE objectives are met and where HUD determines there is broad and inclusive stakeholder engagement with manufactured housing communities and their residents. All applicants (including for-profits) are subject to the PRICE-specific program requirements related to affordability as described in this NOFO. Among the eligible applicants listed, both current and prospective CDBG and ICDBG recipients are encouraged to apply. Refer to the Program Definitions in Section I.A.4. to review how these terms are defined in the PRICE competition.

Applicants must have a valid Universal Entity Identifier (UEI) from www.sam.gov/. Registration for SAM and Grants.gov is a multi-step process and can take four (4) weeks or longer to complete if data issues arise. Applicants without a valid registration cannot apply through Grants.gov. Complete registration instructions and guidance are provided on Grants.gov.

Faith-based organizations

(1) Faith-based organizations may apply for this award on the same basis as any other organization, as set forth at [24 CFR 5.109](#), and subject to the protections and requirements of 42 U.S.C. 2000bb et seq., HUD will not, in the selection of recipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

(2) A faith-based organization that participates in this program will retain its independence and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law, including the Free Speech and Free Exercise Clauses of the Constitution, 42 U.S.C. 2000bb et seq., 42 U.S.C. 238n, 42 U.S.C. 18113, 42 U.S.C. 2000e-1(a) and 2000e-2(e), 42 U.S.C. 12113(d), and the Weldon Amendment, among others. Religious accommodations may also be sought under many of these religious freedom and conscience protection laws, particularly under the Religious Freedom Restoration Act.

(3) A faith-based organization may not use direct financial assistance from HUD to support or engage in any explicitly religious activities except where consistent with the Establishment Clause and any other applicable requirements. Such an organization also may not, in providing services funded by HUD, discriminate against a beneficiary or prospective program beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

B. Ineligible Applicants

HUD will neither evaluate applications from nor award grants to individuals or any entity that does not meet the criteria above.

C. Cost Sharing or Matching

This Program requires cost sharing or matching as described below.

There are two categories of funding in PRICE: The PRICE Main competition and the PRICE Replacement Pilot.

PRICE Replacement Pilot grantees are required to provide evidence of non-federal financial match exceeding 50 percent of the PRICE Replacement Pilot request. Please note that non-financial contributions such as, but not limited to, equipment, materials, sweat equity, and staff time will not count towards the total percentage of match for PRICE Replacement Pilot request.

The PRICE Main competition awards do not require cost sharing, matching funds, or leveraging. However, HUD encourages all applicants to leverage other Federal and non-Federal resources that will contribute to the success of the proposed project. **Applications that include leverage from other sources can receive more points as discussed in Section V.A.1.d below.**

Applicants for PRICE Main awards may credit both financial contributions and the dollar amounts of any non-financial contributions towards the percentage of leveraged commitments.

Applicants submitting a single application requesting funding from both PRICE Main and PRICE Replacement Pilot must provide a match exceeding 50 percent of the PRICE Replacement Pilot request, exclusive of the amounts requested for activities under PRICE Main. See Section V.A.1.d and Attachment F for more information. For applicants pursuing funding from both PRICE categories, i.e., Main and Pilot, you must address all applicable required prompts in the review criteria (Section V.A.1) and provide separate budget proposals for PRICE Main and the PRICE Replacement Pilot in order to receive full evaluation scoring consideration. HUD has separate and distinct evaluation criteria for PRICE Main and PRICE Replacement Pilot.

D. Threshold Eligibility Requirements

Applicants who fail to meet any of the following threshold eligibility requirements are deemed ineligible. Applications from ineligible applicants are not rated or ranked and will not receive HUD funding.

1. Resolution of Civil Rights Matters

Outstanding civil rights matters must be resolved before the application submission deadline. Applicants with unresolved civil rights matters at the application deadline are deemed ineligible. Applications from ineligible applicants are not rated or ranked and will not receive HUD funding.

- a. An applicant is ineligible for funding if the applicant has any of the charges, cause determinations, lawsuits, or letters of findings referenced in subparagraphs (1) – (5) that are not resolved to HUD's satisfaction before or on the application deadline date for this NOFO.

- (1) Charges from HUD concerning a systemic violation of the Fair Housing Act or receipt of a cause determination from a substantially equivalent state or local fair housing agency concerning a systemic violation of a substantially equivalent state or local fair housing law proscribing discrimination because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability or familial status;

- (2) Status as a defendant in a Fair Housing Act lawsuit filed by the United States alleging a pattern or practice of discrimination or denial of rights to a group of persons raising an issue of general public importance under 42 U.S.C. 3614(a);
- (3) Status as a defendant in any other lawsuit filed or joined by the Department of Justice, or in which the Department of Justice has intervened, or filed an amicus brief or statement of interest, alleging a pattern or practice or systemic violation of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Americans with Disabilities Act, Violence Against Women Act, or a claim under the False Claims Act related to fair housing, non-discrimination, or civil rights generally including an alleged failure to affirmatively further fair housing;
- (4) Receipt of a letter of findings identifying systemic non-compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974; Violence Against Women Act; or the Americans with Disabilities Act; or
- (5) Receipt of a cause determination from a substantially equivalent state or local fair housing agency concerning a systemic violation of provisions of a state or local law prohibiting discrimination in housing based on sexual orientation, gender identity, or lawful source of income.

b. HUD will determine if actions to resolve the charge, cause determination, lawsuit, or letter of findings taken before the application deadline date will resolve the matter. Examples of actions that may be sufficient to resolve the matter include, but are not limited to:

- (1) Current compliance with a voluntary compliance agreement signed by all the parties;
- (2) Current compliance with a HUD-approved conciliation agreement signed by all the parties;
- (3) Current compliance with a conciliation agreement signed by all the parties and approved by the state governmental or local administrative agency with jurisdiction over the matter;
- (4) Current compliance with a consent order or consent decree;
- (5) Current compliance with a final judicial ruling or administrative ruling or decision; or
- (6) Dismissal of charges.

2. Timely Submission of Applications

Applications submitted after the deadline stated within this NOFO that do not meet the requirements of the grace period policy are marked late. Late applications are ineligible and are not considered for funding. See Section IV. D. Application Submission Dates and Times.

3. Eligible Applicant

Applicants must be an eligible applicant in accordance with Section III.A of this NOFO and must identify which type of eligible applicant they are in their application.

Multijurisdictional entities or other eligible applicants that wish to partner with other entities or one or several residents of an eligible community to implement their proposed project must demonstrate partnership among all parties. The parties may demonstrate a partnership or evidence of collaboration between the parties by attaching relevant documentation to an

application, such as a legally binding development or cooperation agreement (this may include a CDBG joint agreement between an urban county and a metropolitan city or a HOME consortium agreement).

If an applicant wishes to engage in a partnership, all partners must submit a letter of intent to participate in the proposed project. The letter(s) of intent to participate and a binding cooperation, subrecipient or developer agreement, or a contract, as applicable and contingent upon award, must be included in the application. TDHEs and Tribal organizations applying on behalf of Indian tribes do not need to provide this documentation because they are applying on behalf of an Indian tribe and not as part of a partnership.

4. Number of Applications

1. An eligible applicant may submit only one application and must specify whether it is applying for the PRICE Main category, the PRICE Replacement Pilot category, or both categories of funding. An eligible applicant that has submitted an application may also apply as part of a separate partnership application. However, no community or project may be assisted by more than one PRICE grant.
2. If HUD receives electronically multiple versions of an application, HUD will review the last version of the application received by Grants.gov that meets the timely receipt requirements. All other applications (i.e., prior versions) will not be considered eligible. If applicants find, after submitting an application, that they want to amend or adjust their application and it is prior to the deadline date, applicants must resubmit the entire application to ensure that HUD gets a complete application.

E. Statutory and Regulatory Requirements Affecting Eligibility

Eligibility Requirements for Applicants of HUD’s Financial Assistance Programs

The following requirements affect applicant eligibility. Detailed information on each requirement is found in the [“Eligibility Requirements for Applicants of HUD’s Financial Assistance Programs” document on HUD’s Funding Opportunities page.](#)

- Universal Identifier and System for Award Management (SAM.gov) Requirements
- Outstanding Delinquent Federal Debts
- Debarments or Suspensions, or both
- Mandatory Disclosure Requirement
- Pre-selection Review of Performance
- Sufficiency of Financial Management System
- False Statements
- Prohibition Against Lobbying Activities

In addition, each applicant under this NOFO must have the necessary processes and systems in place to comply with the Award Term in Appendix A of [24 CFR part 170](#) if the applicant receives an award, unless an exception applies as provided in [2 CFR170.110](#).

F. Program-Specific Requirements

1. **National objectives.** Each PRICE activity, other than general administration and planning, must meet a CDBG national objective pursuant to Section 101(c) of the Housing and Community Development Act of 1974. This means each activity must either benefit LMI persons, aid in the prevention or elimination of slums or blight OR meet an urgent need. Applications submitted by Tribal Applicants must meet the requirements of 24 CFR 1003.208. Applicants who have not administered CDBG or ICDBG funding are encouraged to familiarize themselves with program specific and crosscutting requirements, including environmental review, procurement, fair housing, and labor standards.
2. **Eligible activities.**
 - a. Each proposed activity must be eligible pursuant to Section 105(a) of the Housing and Community Development Act of 1974 or receive an eligibility waiver for the activity, requested in the application. Applicable waivers can be found in Appendix A. HUD does not guarantee that it will grant such waivers, but it will evaluate any request prior to determining whether to award funds for an application.
 - b. PRICE Main activities must assist in preserving and revitalizing manufactured housing and eligible MHCs, and PRICE Replacement Pilot awards must assist in the redevelopment of MHCs as affordable replacement housing.
 - c. Eligible activities may include, but are not limited to, the following examples listed below. These examples are organized into general categories (e.g., housing and housing-related activities, development of or improvement to infrastructure, etc.) but applicants should remain mindful of how their proposed activities align to the goals of whichever funding source they are pursuing (the PRICE Main competition or the PRICE Replacement Pilot).
 - i. Housing and housing-related activities. Examples include:
 - (a). Repairing, rehabilitating, and reconstructing existing manufactured housing units (except pre-1976 mobile homes, which are eligible for replacement only), including repairs, rehabilitation, or reconstruction to improve physical accessibility.
 - (b). Establishing loan or grant programs with affordability requirements for rehabilitation of existing manufactured housing units or other units in an MHC.
 - (c). Acquiring or subsidizing manufactured housing units at risk of demolition or loss of affordability; MHCs; or the lots on which manufactured homes are sited.
 - (d). Establishing a manufactured housing preservation fund to serve manufactured housing residents who own or lease the lots on which their home is sited.
 - (e). Developing anti-displacement policies, such as freezing tax assessments or limiting property tax increases on manufactured housing near new development.
 - (f). Providing capacity building for non-profit entities seeking to pool resources, engage landlords regionally, work more cooperatively, undertake joint housing rehabilitation programs, or merge operations.
 - (g). Developing programs or plans to support shared housing through actions such as revising local occupancy regulations, rehabilitating units, establishing

resident-matching programs, or similar activities.

(h). Providing technical assistance to community land trusts or other entities which leads to the preservation or revitalization of affordable, accessible housing.

ii. Development or improvement of infrastructure to support MHCs and manufactured units. Examples include:

(a). Installing new utility lines, utility hookups, or other necessary improvements.

(b). Upgrading existing utilities or improvements.

(c). Enhancing the resilience of infrastructure to natural hazards, extreme weather, and disaster events; this may include, but is not limited to relocating, burying, elevating, or hardening infrastructure and installing community based solar energy.

(d). Installing or upgrading broadband infrastructure.

(e). Acquiring, constructing, reconstructing, rehabilitating, or installing public facilities and improvements such as roads, pads, sidewalks, curbs and gutters, parks, playgrounds, water and sewer lines, wells, septic tanks, flood and drainage improvements, fire breaks, parking lots, etc.

iii. Manufactured housing development activities. Examples include:

(a). Financing the acquisition or installation of affordable, accessible housing.

(b). Acquiring or disposing of land or real property for the development of affordable housing

(c). Converting informal MHC subdivisions to resident-controlled communities.

(d). Assisting manufactured housing renters and homesite renters seeking to become homeowners with land and site acquisition, including for the purpose of creating resident-controlled manufactured housing communities.

(e). Reconstructing or rehabilitating housing units (except pre-1976 mobile homes, which are only eligible for replacement), in manufactured housing communities including reconstructing or rehabilitating manufactured housing to make units physically accessible to persons with disabilities.

(f). Acquisition of affordable manufactured housing units.

(g) Reconstruction using modular or other eligible constructed housing.

(h). Redeveloping MHCs as affordable replacement housing (note: up to four dwelling units of affordable housing, which may include modular and other housing construction methods, must be provided for each unit of single-family housing replaced under the PRICE Replacement Pilot).

(i). Establishing or building the capacity of a non-profit entity to carry out innovative financing strategies for manufactured housing.

(j). Providing large-scale technical assistance to affordable or non-profit developers, community land trusts, or other entities which leads to more affordable, accessible manufactured housing options for both renters and households wishing to own a manufactured home.

iv. Mitigation and resilience activities. Examples include:

(a). Conducting manufactured housing resilience activities, which include the reconstruction, repair, rehabilitation, or replacement of manufactured housing and MHCs or that of infrastructure serving MHCs, to enhance safety and stability in the face of weather-related hazards such as, but not limited to, wildfires, tornados, extreme heat, erosion, permafrost degradation, sea level rise, and flooding, and to mitigate known hazards, including those which have caused repetitive loss or that impact households the most at risk or vulnerable to weather-related hazards such as extreme temperatures, wind damage, or flooding. For pre-1976 mobile homes, PRICE funds may only be used for replacement, but not repair or rehabilitation.

(b). Conducting mitigation and resilience activities that address the rising threat that extreme weather events, such as extreme heat or cold, present to manufactured housing or MHCs, including roof ties, elevation of structures, insulation, fire breaks, stormwater systems and drainage, cooling / heating upgrades, tornado and storm shelters, landscaping with native plants, shade trees, or other green infrastructure, etc. This also includes directing support to LMI individuals and households that are less able to prepare for, respond to, and recover from natural disasters.

(c). Conducting mitigation and resilience activities that address human-caused risks that can impact manufactured housing or MHCs, which may include but are not limited to risks associated with the use or release of toxic materials, with uses that create pollution generally, and with activities that involve land disturbance that may inadvertently impact surrounding properties (e.g., fracking).

(d). Establishing new incentive programs for affordable, accessible manufactured housing development such as disaster resilience buy-outs (which entails fulfilling the acquisition requirements of 49 CFR part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs, as revised by this NOFO’s waiver and alternative requirements, and demolition of hazard-prone units and the repurposing of land for things such as park amenities, open space, or flood storage/overflow areas) and relocation of residents of an MHC in hazard-prone areas in accordance with 2 CFR 200, subpart E – Cost Principles, 49 CFR part 24, 24 CFR part 42, 24 CFR 570.606, and the fair housing and nondiscrimination requirements set forth at 24 CFR part 5.

Additional information about the applicability of 49 CFR part 24 and 24 CFR part 42 to HUD programs can be found at [HUD’s relocation website](#).

(e). Testing and remediation of contaminants and other health hazards such as lead, gasoline, or kerosene that may be present in soil.

v. Housing and voluntary supportive service activities that support new and existing residents of MHCs. Examples include providing:

(a). Relocation assistance (this may include providing relocation advisory services, temporary and/or permanent relocation assistance, and paying applicable costs required under 49 CFR part 24, 24 CFR 570.606, or 24 CFR part 42).

(b). Housing mobility counseling.

(c). Eviction prevention assistance (this may include, but is not limited to,

developing updates to local ordinances to protect renters and homesite renters of manufactured homes from eviction, informing residents of their rights, providing rental arrears when appropriate, providing housing or legal counseling, or land acquisition).

(d). Down payment assistance, homebuyer education, and appraisal programs.

(e). Support to establish resident self-governance in MHCs.

vi. Planning activities around manufactured housing residents and MHCs.

Government entities such as, but not limited to, UGLGs, Metropolitan Planning Organizations, and Tribal governments may develop or amend comprehensive plans, community development plans, or functional plans such as a housing plan or a Consolidated Plan (see 24 CFR 570.205 (and 24 CFR 1003.205 for tribes) for more information about eligible planning activities). Other examples include analyzing options and developing plans for the purpose(s) of:

(a). Eliminating restrictions such as, but not limited to, zoning rules that limit opportunities to place manufactured housing on individual lots or establish MHCs.

(b). Developing by-right permitting procedures.

(c). Establishing Right of First Refusal for the purchase of MHCs by residents.

(d). Establishing lot rent stabilization policies for MHCs.

(e). Reducing or eliminating requirements related to parking, building height, lot coverage, setbacks, minimum unit size, minimum lot size, floor area ratio, and other common land use controls that have the effect of minimizing or excluding manufactured housing or MHCs.

(f). Streamlining local permit processing by establishing one-stop or parallel-process permitting.

(g). Streamlining to the extent feasible the need for public hearings for manufactured housing development for projects below certain unit thresholds.

d. PRICE awards can be used for acquisition / purchase of Manufactured Housing Units (MHUs), as well as installation and new construction of housing (please note that new construction of non-manufactured housing is an eligible activity under the PRICE Replacement Pilot only). New construction is distinct from reconstruction in that additional dwelling units are being provided by new construction. HUD is waiving 42 U.S.C. 5305(a), 24 CFR 570.207(b)(3), and 24 CFR 1003.207(b)(3) and adopting alternative requirements to the extent necessary to permit new construction of housing, which is inclusive of the installation costs of acquired MHUs, as well as other forms of residential construction subject to the same requirements that apply to rehabilitation activities under the provisions at Section 105(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. 5305(a)(4)) and 24 CFR 570.202(b) and 24 CFR 1003.202(b). Other forms of residential new construction are not considered to be preserving or revitalizing manufactured housing and MHCs; therefore, other forms of residential new construction are only allowed as redevelopment under the PRICE Pilot and limited to up to four dwelling units for each unit replaced. The acquisition and installation of manufactured housing units is not limited to four units for each unit replaced.

e. PRICE awards can be used for voluntary buyouts for purposes of relocation. HUD is waiving the requirements at 49 CFR 24.101(b)(2) to the extent that they apply to the voluntary purchase carried out by a homebuyer who uses PRICE funds and does not have the power of eminent domain, in connection with the purchase and occupancy of a home which is the primary residence of that homebuyer. This waiver is necessary to reduce burdensome administrative requirements for homebuyers. Tenants occupying homes (real property) acquired and displaced by these voluntary purchases may be eligible for relocation assistance. Voluntary buyouts must be conducted in accordance with fair housing and nondiscrimination requirements set forth in 24 CFR part 5.

f. Program income generated from the use of PRICE awards can be used for operating and maintenance expenses for public facilities, improvements, and services funded by PRICE awards. HUD is waiving 42 U.S.C. 5305(a), 24 CFR 570.207(b)(2), and 24 CFR 1003.207(b)(2) and adopting alternative requirements to the extent necessary to permit grantees to use PRICE program income to operate and maintain public facilities, improvements, and services that were initially constructed, provided, or improved by a PRICE award.

3. Ineligible activities. Activities that are ineligible for PRICE funding include:

- a. Any activity that does not meet a national objective.
- b. Any activity that is not eligible under Section 105(a) of the Housing and Community Development Act of 1974, applicable implementing regulations, and this NOFO unless a waiver is obtained from HUD.
- c. Any activity that is not in compliance with applicable fair housing, nondiscrimination, labor standards, and environmental review requirements.
- d. Any activity carried out on or before the date of the letter announcing the award of the grant, except that you may use grant funds, should you receive an award, to reimburse PRICE eligible costs of grant application preparation, including planning and public outreach activities. Note that an existing CDBG grantee may choose to use annual CDBG funds to assist in applying for other federal grant programs if the grantee certifies that the program would meet local community development objectives.

4. Waivers: Waivers for administrative costs, public participation, and construction are included in Appendix A.

5. Amendments. Post-award, all amendments to the application must be submitted to HUD. HUD will review and approve or disapprove any amendment that is a substantial amendment. Substantial amendments are changes that affect the responses to the rating factors and include but are not limited to: a change in program benefit, beneficiaries, or eligibility criteria; the allocation or re-allocation of more than ten percent of the award; or the addition or deletion of an activity. A grantee may substantially amend the Application if it follows the same public participation requirements in this NOFO for the preparation and submission of an Application and HUD agrees in writing that the amended Application would still score in the fundable range for the competition. Prior to preparation and submission of any post-award amendment, the grantee is encouraged to work with its HUD representative to ensure the proposed change is consistent with this NOFO, and all applicable regulations and Federal law.

Advancing Racial Equity

In accordance with Executive Order [13985](#), *Executive Order On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, and federal fair housing and civil rights laws, you must submit a narrative demonstrating the following:

- You analyzed the racial composition of the persons or households who are expected to benefit from your proposed grant activities;
- You identified any potential barriers to persons or communities of color equitably benefiting from your proposed grant activities;
- You detailed the steps you will take to prevent, reduce or eliminate these barriers; and
- You have measures in place to track your progress and evaluate the effectiveness of your efforts to advance racial equity in your grant activities.

Note that any actions taken in furtherance of this section must be consistent with federal nondiscrimination requirements.

All PRICE applicants (except Tribal Applicants) must submit a narrative which addresses the four bullets above. Applicants who are CDBG grantees may use racial equity components of their Consolidated Plans, such as their housing and homeless needs assessments (which may be addressed in the Housing and Homeless Needs Assessment, Housing Market Analysis, or Strategic Plan sections) in fulfilling this requirement; however, applicants must ensure that the narrative demonstrates all four bullets above. This narrative will be submitted according to the instructions in Section IV.B. This narrative will be evaluated for sufficiency and will not change the applicant's score or rank as compared to other applicants. If the narrative is deemed insufficient, it will be a "Curable Deficiency" that will be communicated to the applicant for correction with a notice of deficiency.

PRICE Tribal Applicants: As provided in this NOFO, PRICE grants made to Tribal Applicants will be subject to ICDBG program requirements. In turn, these Tribal PRICE Applicants, who have unique sovereign and political status of Indian tribes, will serve low- and moderate- income Native Americans and Indigenous people in Tribal communities. Due to the specific focus of Tribal Applicants on serving Tribal communities, Tribal Applicants will be presumed to meet the substantive goals of Executive Order 13985 and the Advancing Racial Equity requirements of this NOFO when Tribal Applicants carry out activities in accordance with program requirements for the benefit of Tribal communities. Accordingly, HUD is not requiring Tribal Applicants to submit an additional narrative unless they believe there are potential barriers to underserved communities equitably benefiting from proposed grant activities. If so, they should identify those barriers, detail steps to prevent, reduce, or eliminate those barriers, and identify how they will measure, track progress, and evaluate the effectiveness of efforts to overcome those barriers.

Affirmative Marketing

You must submit a narrative demonstrating that the housing, services, or other benefits provided under this grant will be affirmatively marketed broadly throughout the local area and nearby areas to any demographic groups that would be unlikely or least likely to apply absent such efforts. Such demographic groups may include, for example, Black and Brown persons or communities, individuals with limited English proficiency, individuals with disabilities, or families with children. Such activities may include outreach through community contacts or

service providers or at community centers serving the target population; and marketing on websites, social media channels, television, radio, and print media serving local members of the targeted group. Documentation for this factor consists of a narrative describing the activities that will fulfill the factor requirements.

This narrative is required and must address the issues outlined in the paragraph above. Applicants will submit this narrative according to the instructions in Section IV.B. This narrative will be evaluated for sufficiency and will not change the applicant's score or rank as compared to other applicants. If the narrative is deemed insufficient, it will be a "Curable Deficiency" that will be communicated to the applicant for correction with a notice of deficiency (note: this narrative does not count towards the application page limit).

Affirmatively Furthering Fair Housing

This narrative is a mandatory requirement and limited to no more than two pages. This narrative will be evaluated for sufficiency and will not change the applicant's score or rank as compared to other applicants. This narrative will not count toward the 45-page application limit. If the narrative is missing or incomplete, it will be categorized as a "Curable Deficiency". The notice of deficiency will be communicated to the applicant for correction and must be remedied within three days of notification, as outlined in the NOFO. See the Affirmatively Furthering Fair Housing heading under Section IV.G. of this NOFO for more information.

All Applicants (except Tribal Applicants): Address the barriers to AFFH you described in V.A.1.a. Describe meaningful actions you will take that provide opportunities to access safe, accessible, and healthy housing by protected class groups, how your actions promote integration and reduce segregation, and/or transform racially or ethnically concentrated areas of poverty into areas of opportunity. Discuss how you will carry out the proposed activities in a manner that affirmatively furthers fair housing in compliance with the Fair Housing Act and its implementing regulations, and how applicants will meet the requirements of the definition of AFFH at 24 CFR 5.151. Additionally, describe how you will maintain compliance with civil rights laws.

Tribal Applicants: For Tribal Applicants, address how your project will help address barriers to affordable housing for Tribal members.

G. Criteria for Beneficiaries.

Except as described in this NOFO and its appendices, statutory and regulatory provisions governing the CDBG program, including title I of the Housing and Community Development Act of 1974 and 24 CFR part 570 shall apply to the use of these funds. For CDBG entitlement communities and other entities receiving funding under this NOFO (see Section III.A.), except for states and Tribal Applicants, regulatory provisions at 24 CFR part 570 subparts A, C, D, J, K, and O apply, as appropriate. For states, 24 CFR part 570 subpart I applies, as appropriate; however, Section VI.E. waives the requirement for states to distribute funds through a method of distribution as is required for annual State CDBG funds. For Tribal Applicants, the ICDBG requirements in 24 CFR part 1003 will apply, as appropriate.

IV. APPLICATION AND SUBMISSION INFORMATION

A. Obtain an Application Package

Instructions for Applicants

All application materials, including the Application Instructions and Application Package, are available through Grants.gov. You must access and review all available application materials. You must submit your application electronically via Grants.gov under the Funding Opportunity Number cited within this NOFO. Your application must list the applicable Funding Opportunity Number.

You can request a waiver from the requirement for electronic submission, if you demonstrate good cause. An example of good cause may include: a lack of available Internet access in the geographic area in which your business offices are located. However, lack of SAM registration or valid UEI is not a good cause. If you cannot submit your application electronically, you must ask in writing for a waiver of the electronic grant submission requirements. HUD will not grant a waiver if you fail to submit to HUD in writing or via email a request for a waiver at least 15 calendar days before the application deadline. If HUD grants a waiver, a paper application must be received before the deadline for this NOFO. To request a waiver, you must contact:

Name:

Robert Peterson

Email:

PRICE@hud.gov

HUD Organization:

Street:

451 7th Street SW

City:

Washington

State:

DC DISTRICT OF COLUMBIA

Zip:

20410

B. Content and Form of Application Submission

You must verify that boxes 11, 12, and 13 on the SF-424 match the NOFO for which you are applying. If they do not match, you have downloaded the wrong Application Instruction and Application Package.

Submission of an application that is otherwise sufficient, under the wrong Assistance Listing and Funding Opportunity Number is a Non-Curable Deficiency, unless otherwise stated under the Threshold requirements section.

1. Content

Forms/Assurances/Certifications	Submission Requirement	Notes/Description
Application for Federal Assistance (SF-424)	This form is required.	Review section IV.B.2. of this NOFO for detailed submission requirements
Applicant and Recipient Assurances and Certifications (HUD 424-B)	This form is required.	Review section IV.B.2. of this NOFO for detailed submission requirements
Applicant/Recipient Disclosure/Update Report (HUD 2880)	This form is required.	Review section IV.B.2. of this NOFO for detailed submission requirements
Disclosure of Lobbying Activities (SF-LLL)	Review section IV.G. of this NOFO for detailed submission requirements.	Federally recognized Indian tribes and tribally designated housing entities (TDHEs) established by federally recognized Indian tribes as a result of the exercise of the tribe’s sovereign power are excluded from coverage of the Byrd Amendment, but state-recognized Indian tribes and TDHEs established only under state law shall comply with this requirement.
Certification of Lobbying Activities	This form is required.	
Federal Assistance Representations and Certifications	This form is required via sam.gov	To assure compliance with statutory requirements for HUD programs, you must complete the “Federal Assistance Representations and Certifications” section of your sam.gov registration. HUD and OMB use information reported within sam.gov for general management of Federal assistance awards programs. For more information on how to update your sam.gov registration, visit SAM.gov or the Federal Service Desk, FSD.gov. You can search for help at FSD any time or request help from an FSD agent Monday-Friday 8 a.m. to 8 p.m. ET.

Forms/Assurances/Certifications	Submission Requirement	Notes/Description
Grant Application Detailed Budget Worksheet (HUD-424-CBW)		This form is contained within the Instruction Package.
Assurances for Non-Construction Programs (SF-424B)	This form is required.	This form is contained within the Application Package.
Assurances for Construction Programs (SF-424D)	This form is required.	This form is contained within the Application Package.
PRICE Certifications	This document is required.	PRICE Certifications can be found in Appendix B.

The following provides instructions on the organization and content of your application. It lists the narrative exhibits and attachments, and instructions for each, that are required as part of the application. All narrative exhibits, attachments, and forms are required to be submitted in your application unless otherwise indicated. Review the Threshold Requirements in Section III.D, Other Submission Requirements in Section IV.G, and the Review Criteria in Section V.A for details about what should be submitted. Please be advised that not providing information clearly and consistently, and/or not providing exhibits and attachments in accordance with the instructions and documentation requirements in this NOFO, may negatively impact HUD's ability to determine if your application meets threshold requirements or to score your application. This could result in your application not being able to be scored and ranked or receiving a lower score. Please also only submit documents that are required to respond to a threshold requirement and/or rating factor. HUD forms required by this NOFO are provided in the application package download at <http://www.grants.gov/>. The list of narrative exhibits and attachments is provided below, along with instructions for each.

a. **Table of Contents.** Provide a table of contents matching the submission requirements of this section.

b. **Narrative Exhibits.** The narrative exhibits required in your applications are as follows:

1. **Exhibit A Executive Summary.**
2. **Exhibit B Threshold Requirements and Other Submission Requirements.** Review and provide a narrative response, as necessary, to the Threshold Requirements in Section III.D and Other Submission Requirements in Section IV.G.
3. **Exhibit C Need Review** and provide a narrative response to V.A.1.a.
4. **Exhibit D Soundness of Approach** Review and provide a narrative response to V.A.1.b.
5. **Exhibit E Capacity** Review and provide a narrative response to V.A.1.c.
6. **Exhibit F Match or Leverage.** Review and provide a narrative response to V.A.1.d.
7. **Exhibit G Long-term Effect.** Review and provide a narrative response to V.A.1.e.

c. Required Attachments:

- Advancing Racial Equity narrative per Section III. F. of this NOFO (Attachment A)
- Affirmative Marketing narrative per Section III. F. of this NOFO (Attachment B)
- Affirmatively Furthering Fair Housing narrative per Section III. F and Section IV.G of this NOFO (Attachment C)
- Eligible Applicants documentation per Section III. D. of this NOFO (Attachment D)
- Evidence of Partnership letters per Section III. D. of this NOFO, as applicable (Attachment E)
- Match or leverage documentation per Section III. C. of this NOFO, as applicable (Attachment F)
- Application Certifications and Standard forms per Sections IV. B. and Appendix B of this NOFO (Attachment G)
- Summary of comments received on published Application and list of commenters by name/organization per Section VI. E. of this NOFO (Attachment H)

Note: Attachments do not count towards the application page limit.

2. Format and Form

Narratives and other attachments to your application must follow the following format guidelines. Do not submit password protected or encrypted files.

45 Pages maximum length of narratives

Other

The narrative shall be 12-point (minimum) Times New Roman font on letter sized paper (8 1/2 x 11 inches) with at least 1-inch margins on all sides. The maximum page limit applies to all applicants.

a. Application Layout.

- i. The first part of an application is comprised of narrative exhibits. The narratives respond to requirements, rating factors, and other criteria in the NOFO, as indicated below.
- ii. The second part of an application is comprised of attachments. These documents also respond to the rating factors in the NOFO, as well as threshold and mandatory documentation requirements. They include documents such as maps, photographs, application data forms, and various certifications.
- iii. Any pages marked as sub-pages (e.g., with numbers and letters such as 25A, 25B, 25C), will be treated as separate pages.
- iv. If a section is not applicable, indicate 'N/A' as a clear indication to HUD (do not leave the section blank);
- v. No more than one page of text may be placed on one sheet of paper (i.e., you may not shrink pages to get two or more on a page). Shrunken pages, or pages where a minimized or reduced font are used, will be counted as multiple pages;
- vi. Do not format the narrative exhibits in columns. Pages with text in columns will be counted as two pages;
- vii. All pages should be numbered. HUD recommends applicants consecutively number the pages of the Attachments section to ensure proper assembly of their application if printed.

b. Format and Title Instructions. Each narrative exhibit and attachment should be uploaded as its own separate file, with a title page based on the organization instruction in the section above. Do not upload an application that has multiple exhibits or attachments in the same file. HUD will use title pages as tabs when it downloads the application. Each title page should only contain the name of the narrative exhibit or attachment (e.g., “Exhibit A Executive Summary”) and the name of the Lead Applicant. **WARNING:** The file name should be fewer than 50 characters and not include spaces or special characters. Also, please note that Grants.gov is a system used by the entire Federal government and its structure does not necessarily reflect the PRICE NOFO (i.e., its Attachment 1 does not refer to the PRICE Attachment 1). Applicants should zip together the multiple attachment files (in one or more zip files, depending on the size) they have prepared in accordance with this NOFO and enter them into the slots provided by Grants.gov.

c. Application Page Count.

- i. Each PRICE application must contain no more than 45 pages of narrative exhibits (attachments that are listed above in Section IV.B.1.c do not count towards the application page limit). Any pages beyond this limit will not be reviewed. HUD will not consider the information on any excess pages, potentially resulting in a lower score.
- ii. Exceptions to page limits. The documents listed below constitute the only exceptions and are not counted in the page limit listed above. Extraneous information not requested in the NOFO that is provided in these attachments will be counted toward the page limit.

- Additional pages submitted at the request of HUD in response to a technical deficiency
- Table of Contents
- Tabs/title pages that are blank or display a title/header/'n/a' indication
- Advancing Racial Equity narrative per Section III. F. of this NOFO (Attachment A)
- Affirmative marketing narrative per Section III. F. of this NOFO (Attachment B)
- Affirmatively Furthering Fair Housing narrative per Section III. F. and Section IV.G of this NOFO (Attachment C)
- Eligible Applicants documentation per Section III. D. of this NOFO (Attachment D)
- Evidence of Partnership letters per Section III. D. of this NOFO (Attachment E)
- Match or leverage documentation per Section III. C. of this NOFO (Attachment F)
- Application Certifications and Standard forms per Sections IV. B. and Appendix B of this NOFO (Attachment G)
- Summary of comments received on published Application and list of commenters by name/organization per Section VI. E. of this NOFO (Attachment H)

C. System for Award Management (SAM) and Unique Entity Identifier (UEI)

1. SAM Registration Requirement

You must register with <https://www.sam.gov/> before submitting their application. You must maintain current information in SAM on immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded a federal contract or grant within the last three years, if applicable. Information in SAM must be current for all times during which you have an active Federal award or an application or plan under consideration by HUD.

2. UEI Requirement

As of April 4, 2022, entities doing business with the federal government must use the UEI created in SAM.gov. Also, you must provide a valid UEI, registered and active at www.sam.gov/ in the application. For more information, see: <https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-identifier-update>.

3. Requirement to Register with Grants.gov

Anyone planning to submit applications on behalf of an organization must register at Grants.gov and be approved by the E-Biz POC in SAM to submit applications for the organization. Registration for SAM and Grants.gov is a multi-step process and can take four (4) weeks or longer to complete if data issues arise. Applicants without a valid registration cannot apply through Grants.gov. Complete registration instructions and guidance are provided on Grants.gov.

D. Application Submission Dates and Times

1. Application Due Date Explanation

The application deadline is 11:59:59 PM Eastern time on

07/10/2024

Submit your application to Grants.gov unless a waiver has been issued allowing you to submit a paper application. Instructions for submitting your paper application will be contained in the waiver of electronic submission.

“Received by Grants.gov” means the applicant received a confirmation of receipt and an application tracking number from Grants.gov. Grants.gov then assigns an application tracking number and date-and timestamp each application upon successful receipt by the Grants.gov system. A submission attempt not resulting in confirmation of receipt and an application tracking number is not considered received by Grants.gov.

Applications received by Grants.gov must be validated by Grants.gov to be received by HUD.

“Validated by Grants.gov” means the application has been accepted and was not rejected with errors. You can track the status of your application by logging into Grants.gov, selecting “Applicants” from the top navigation, and selecting “Track my application” from the dropdown list. If the application status is “rejected with errors,” you must correct the error(s) and resubmit the application before the 24-hour grace period ends. Applications in “rejected with errors” status after the 24-hour grace period expires will not be received by HUD. Visit Grants.gov for a complete description of processing steps after applying.

HUD strongly recommends you submit your applications at least **48 hours before the deadline** and during regular business hours to allow enough time to correct errors or overcome other problems.

2. Grants.gov Customer Support

Grants.gov provides customer support information on its website at <https://www.grants.gov/web/grants/support.html>. If you have difficulty accessing the application and instructions or have technical problems, contact Grants.gov customer support center by calling (800) 518-GRANTS (this is a toll-free number) or by sending an email to support@grants.gov. The customer support center is open 24 hours a day, seven days per week,

except Federal holidays. Individuals who are deaf or hard of hearing, or who have speech and other communication disabilities may use a relay service to reach Grants.gov Customer Support. To learn more about how to make an accessible telephone call, visit the [webpage for Federal Communications Commission](#).

3. Grants.gov Application Submission

You can verify the contents of your submitted application to confirm Grants.gov received everything you intended to submit. To verify the contents of your submitted application:

- Log in to Grants.gov.
- Click the Check Application Status link, which appears under the Grant Applications heading in the Applicant Center page. This will take you to the Check Application Status page.
- Enter search criteria and a date range to narrow your search results.
- Click the Search button. To review your search results in Microsoft Excel, click the Export Data button.
- Review the Status column. To view more detailed submission information, click the Details link in the Actions column.
- To download the submitted application, click the Download link in the Actions column.

Take note of the Grants.gov tracking number, as it is needed by the Grants.gov customer support center should you seek their assistance.

HUD may extend the application deadline for any program if Grants.gov is offline or not available to applicants for at least 24 hours immediately prior to the deadline date, or the system is down for 24 hours or longer and impacts the ability of applicants to cure a submission deficiency within the grace period.

HUD may also extend the application deadline upon request if there is a presidentially declared disaster in the applicant's area.

If these events occur, HUD will post a notice on its website establishing the new, extended deadline for the affected applicants. HUD will also publish the extension on Grants.gov.

In determining whether to grant a request for an extension based on a presidentially declared disaster, HUD will consider the totality of the circumstances including the date of an applicant's extension request (how closely it followed the basis for the extension), whether other applicants in the geographic area are similarly affected by the disaster, and how quickly power or services are restored to enable the applicant to submit its application.

NOTE: Busy servers, slow processing, large file sizes, improper registration or password issues are not valid circumstances to extend the deadline dates or the grace period.

4. Amending or Resubmitting an Application

Before the submission deadline, you may amend a validated application through Grants.gov by resubmitting a revised application containing the new or changed material. The resubmitted application must be received and validated by Grants.gov by the applicable deadline.

If HUD receives an original and a revised application for a single proposal, HUD will evaluate only the last submission received by Grants.gov before the deadline.

5. Grace Period for Grants.gov Submissions

If your application is received by Grants.gov before the deadline, but is rejected with errors, you have a grace period of 24 hours after the application deadline to submit a corrected, received, and validated application through Grants.gov. The date and time stamp on the Grants.gov system determines the application receipt time. Any application submitted during the grace period but not received and validated by Grants.gov will not be considered for funding. There is no grace period for paper applications.

6. Late Applications

An application received after the NOFO deadline date that does not meet the Grace Period requirements will be marked late and will not be reviewed by HUD for funding

consideration. Improper or expired registration and password issues are not sufficient causes to allow HUD to accept applications after the deadline date.

7. Corrections to Deficient Applications

HUD will not consider information from applicants after the application deadline except for curable deficiencies.

HUD will uniformly notify applicants of each curable deficiency. See curable deficiency definition in section I.A of this NOFO. Examples of curable (correctable) deficiencies include inconsistencies in the funding request and failure to submit required certifications. These examples are non-exhaustive.

When HUD identifies a curable deficiency, HUD will notify the authorized organization representative identified on the SF-424 Application for Federal Assistance via email. This email is the official notification of a curable deficiency.

You must email corrections of Curable Deficiencies to applicationsupport@hud.gov within the time limits specified in the notification. The time allowed to correct deficiencies will be no less than 48 hours and no more than 14 calendar days from the date of the email notification. The start of the cure period will be the date stamp on the email sent from HUD. If the deficiency cure deadline date falls on a Saturday, Sunday, Federal holiday, or on a day when HUD's Headquarters are closed, then the applicant's correction must be received on the next business day HUD Headquarters offices in Washington, DC are open.

The subject line of the email sent to applicationsupport@hud.gov must state: Technical Cure and include the Grants.gov application tracking number or the GrantSolutions application number (e.g., Subject: Technical Cure - GRANT123456 or Technical Cure - XXXXXXXXXXXX). If this information is not included, HUD cannot match the response with the application under review and the application may be rejected due to the deficiency.

Corrections to a paper application must be sent in accordance with and to the address indicated in the notification of deficiency. HUD will treat a paper application submitted in accordance with a waiver of electronic application containing the wrong UEI as having a curable deficiency.

Failure to correct the deficiency and meet the requirement to have a UEI and active registration in SAM will render the application ineligible for funding.

8. Authoritative Versions of HUD NOFOs

The version of this NOFO posted on Grants.gov includes the official documents HUD uses to solicit applications.

9. Exemptions

Parties that believe the requirements of the NOFO would impose a substantial burden on the exercise of their religion should seek an exemption under the [Religious Freedom Restoration Act \(RFRA\)](#).

E. Intergovernmental Review

This program is subject to Executive Order 12372, Intergovernmental Review of Federal Programs. Executive Order 12372 allows each state to designate an entity to perform a state review function. To determine if your state has designated a State Point of Contact (SPOC), please see the SPOC List at OMB. States not listed on the website have chosen not to participate in the intergovernmental review process and, therefore, do not have a SPOC. If your state has a SPOC, you should contact the SPOC to see if that person/office is interested in reviewing your application before you submit it to HUD.

F. Funding Restrictions

1. **Statutory Time Limits.**
 - a. Required Expenditure Date. This NOFO establishes that a grantee must expend funds in a manner that meets all PRICE program requirements by the end of the period of the performance of the PRICE grant or September 20, 2032, whichever is earlier.
2. **Grant Size.** The minimum and maximum awards available under PRICE Main, PRICE Replacement Pilot, and for PRICE Tribal Applicants, are described in Section II.C of this NOFO.
3. **Cost Control Standards.**
 - a. Cost estimates must represent an economically viable preliminary plan for designing, planning, and carrying out the proposed activities, in accordance with local costs of labor, materials, and services.
 - b. Projected soft costs must be reasonable and comparable to industry standards and in accordance with the applicable policy, statute and/or regulations.
 - c. Grantees must provide a detailed budget identifying the specific use of all grant funds. In particular, if a Planning Coordinator has been or will be procured, the budget must break out the fee paid to the Planning Coordinator as well the budget for each specific activity included in the Planning Coordinator contract (such as a market study, etc.).
4. **Budget Deductions.** HUD may delete any unallowable items from the proposed budget and may reduce the grant amount accordingly. HUD will not fund any portion of an application that: (a) is not eligible for funding under specific HUD program statutory or regulatory requirements; (b) does not meet the requirements of this NOFO; or (c) is duplicative of other funded programs or activities from prior awards or other selected

applicants. Only the eligible portions of an application (excluding duplicative portions) may be funded.

5. **Grant Reduction, Recapture, or Withdrawal of Grant Amounts.** HUD reserves the right to amend an award and reduce the amount or recapture the grant. Additionally, HUD reserves the right to withdraw any grant funds a grantee has not obligated under its award, or any funds that a grantee has not accepted after being awarded. Prior to a reduction, withdrawal, or adjustment of a grant, the grantee shall be notified of such proposed action and given an opportunity within a prescribed time period for an informal consultation. HUD may redistribute any amounts to one or more other applicants eligible for PRICE funding.
6. **Ineligible Use of Grant Funds.** See Section III.F regarding ineligible uses of program funds.

Indirect Cost Rate

Normal indirect cost rules under [2 CFR part 200, subpart E](#) apply. If you intend to charge indirect costs to your award, your application must clearly state the rate and distribution base you intend to use. If you have a Federally negotiated indirect cost rate, your application must also include a letter or other documentation from the cognizant agency showing the approved rate. Successful applicants whose rate changes after the application deadline must submit the new rate and documentation to assure the award agreement incorporates the applicable rate.

Applicants other than state and local governments. If you have a Federally negotiated indirect cost rate, your application must clearly state the approved rate and distribution base and must include a letter or other documentation from the cognizant agency showing the approved rate. If your organization does not have a current negotiated rate (including provisional rate) and elects to use the de minimis rate, your application must clearly state you intend to use the de minimis rate of 15% of Modified Total Direct Costs (MTDC), as defined at [2 CFR 200.1](#). Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both, as described in [2 CFR 200.403](#). Once elected, the de minimis rate must be applied consistently for all Federal awards until the organization chooses to negotiate a rate, which the organization may apply to do at any time. Documentation of the decision to use the de minimis rate must be retained on file for audit.

State and local governments. If your department or agency unit has a Federally negotiated indirect cost rate, your application must include that rate, the applicable distribution base, and a letter or other documentation from the cognizant agency showing the negotiated rate. If your department or agency unit receives more than \$35 million in direct Federal funding per year, you may not claim indirect costs until you receive a negotiated rate from your cognizant agency for indirect costs as provided in [Appendix VII to 2 CFR part 200](#).

If your department or agency unit receives no more than \$35 million in direct Federal funding per year and your department or agency unit has developed and maintains an indirect cost rate proposal and supporting documentation for audit in accordance with [2 CFR Part 200, Appendix VII](#), you may use the rate and distribution base specified in that indirect cost rate proposal.

Alternatively, if your department or agency unit receives no more than \$35 million in direct Federal funding per year and does not have a current negotiated rate (including provisional) rate, you may elect to use the de minimis rate of 15% of MTDC. As described in [2 CFR 200.403](#), costs must be consistently charged as either indirect or direct costs but may not be double

charged or inconsistently charged as both. Once elected, the de minimis rate must be applied consistently for all Federal awards until your department or agency chooses to negotiate for a rate, which you may apply to do at any time. Documentation of the decision to use the de minimis rate must be retained on file for audit.

As further explained below, this program is subject to a statute or regulation that imposes indirect cost rate restrictions that are different from the indirect cost rate requirements in [2 CFR 200](#).

As further explained below, this program is subject to an OMB-approved deviation from the negotiated rates, as provided by [2 CFR 200.414\(c\)](#).

G. Other Submission Requirements

1. Standard Application, Assurances, Certifications and Disclosures

Standard Form 424 (SF-424) Application for Federal Assistance

The SF-424 is the government-wide form required to apply for Federal assistance programs, discretionary Federal grants, and other forms of financial assistance programs. You must complete and submit the form with the other required forms and information as directed in this NOFO.

By signing the forms in the SF-424 either through electronic submission or in paper copy submission (for those granted a waiver), you and the signing authorized organization representative affirm that you both have reviewed the certifications and assurances associated with the application for Federal assistance and (1) are aware the submission of the SF-424 is an assertion that the relevant certifications and assurances are established and (2) acknowledge that the truthfulness of the certifications and assurances are material representations upon which HUD will rely when making an award to the applicant. If it is later determined the signing authorized organization representative to the application made a false certification or assurance, caused the submission of a false certification or assurance, or did not have the authority to make a legally binding commitment for the applicant, the applicant and the individual who signed the application may be subject to administrative, civil, or criminal action. Additionally, HUD may terminate the award to the applicant organization or pursue other available remedies. Each applicant is responsible for including the correct certifications and assurances with its application submission, including those applicable to all applicants, those applicable only to Federally recognized Indian tribes, or Alaskan native villages and those applicable to applicants other than Federally recognized Indian tribes, or Alaskan native villages.

Assurances (HUD 424-B)

By submitting your application, you provide assurances that, if selected to receive an award, you will comply with U.S. statutory and other requirements, including, but not limited to civil rights requirements. All recipients and subrecipients of the award are required to submit assurances of compliance with federal civil rights requirements. *See, e.g.*, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973, Violence Against Women Act, and the Age Discrimination Act of 1975; *see also* [24 C.F.R. §§ 1.5; 3.115; 8.50; and 146.25](#). HUD accepts these assurances in the form of the HUD 424-B, which also require compliance with HUD Reform Act requirements and all general federal nondiscrimination requirements in the administration of the federal assistance award.

Federal Assistance Representations and Certifications

To assure compliance with statutory requirements for non- construction grant programs, you must complete the Federal Assistance Representations and Certifications section of your sam.gov registration. HUD and OMB use information reported within sam.gov for general management of Federal assistance awards programs. For more information on how to update your sam.gov registration, visit SAM.gov or the Federal Service Desk, FSD.gov. You can search for help at FSD any time or request help from an FSD agent Monday-Friday 8 a.m. to 8 p.m. ET.

Budget Form (424-CBW)

Applicants must complete the 424-CBW budget form. Provide a breakdown of the aggregate numbers detailing the funding allocation to each activity. The form is accessible online at <https://www.hud.gov/sites/dfiles/OCHCO/documents/424-CBW.xls>. Instructions on how to complete the form are also available at <https://www.hud.gov/sites/dfiles/OCHCO/documents/424-CBW-I.xlsx>. Both the form and instructions are also available in the grants.gov Application Package for this NOFO.

Assurances for Construction Programs (SF-424D)

Applicants use the SF-424D form to provide information on required assurances when applying for Federal financial assistance under construction grant programs.

Assurances for Non-Construction Programs (SF-424B)

Applicants use the SF-424B to provide information on required assurances when applying for Federal financial assistance under non-construction grant programs.

Applicant Disclosure Report Form 2880 (HUD 2880)

The form HUD 2880 is required if you are applying for assistance within the jurisdiction of HUD to any project subject to Section 102(d) of the [HUD Reform Act](#). Assistance is provided directly by HUD to any person or entity, but not to subrecipients. It includes assistance for the acquisition, rehabilitation, operation, conversion, modernization, renovation, or demolition of any property containing five or more dwelling units that is to be used primarily for residential purposes. It includes assistance to independent group residences, board and care facilities, group homes and transitional housing but does not include primarily nonresidential facilities such as intermediate care facilities, nursing homes and hospitals. It also includes any change requested by a recipient in the amount of assistance previously provided, except changes resulting from annual adjustments in Section 8 rents under Section 8(c)(2)(A) of the United States Housing Act of 1937 ([42 U.S.C. 1437f](#)). [See HUD Reform Act regulation for additional information.](#)

Disclosure of Lobbying Activities (SF-LLL)

Download this form as part of the Application Package for this NOFO. If this form does not apply, indicate on the form (e.g., writing 'N/A') and submit it with your application.

Certification of Lobbying Activities

All applicants except Federally recognized Indian tribes must submit this certification with their application. Download this form as part of the Application Package for this NOFO.

Code of Conduct

Both you, as the award recipient, and all subrecipients must have a code of conduct (or written standards of conduct). The code of conduct must comply with the requirements included in the “Conducting Business in Accordance with Ethical Standards” section of the [Administrative, National and Department Policy Requirements and Terms for HUD Financial Assistance Awards](#), as well as any program-specific requirements. These requirements include ethical standards related to conflicts of interest for procurements in [2 CFR 200.318\(c\)](#) and [2 CFR 200.317](#), as well as HUD-specific conflict of interest standards. HUD maintains a list of organizations that have previously submitted written standards of conduct on its [Code of Conduct for HUD Grant Programs webpage](#). But it is your responsibility to ensure that the standards are compliant with the noted requirements and that HUD has the latest version of the written standards. Updated written standards should be submitted with the application. Any updates to your written standards, after the application period, should be submitted as directed by the HUD program contact for this NOFO.

Affirmatively Furthering Fair Housing

With some exceptions for Federally recognized Indian tribes and their instrumentalities, the application must discuss how the applicant will carry out the proposed activities in a manner that affirmatively furthers fair housing in compliance with the Fair Housing Act and its implementing regulations, and how applicants will meet the requirements of the definition of AFFH at 24 CFR 5.151. Applicants may propose activities that are consistent with their jurisdiction’s Analysis of Impediments (AI), an Assessment of Fair Housing (AFH), or other means of fair housing planning that meaningfully supports their AFFH certification.

If the applicant will carry out proposed activities in a jurisdiction with an AFH, the proposed activities should be consistent with the AFH’s fair housing goals and with fair housing strategies specified in the jurisdiction’s Consolidated Plan or Public Housing Agency Plan.

Applicants must submit a narrative describing their adherence to Affirmatively Furthering Fair Housing, as described in Section III. F. and Section IV. G. of this NOFO. The narrative will be treated as a curable deficiency and will not count towards the application page limit.

2. Other Program-Specific Requirements

a. **Fair Housing and Nondiscrimination.** HUD’s general non-discrimination and equal opportunity requirements at 24 CFR 5.105(a) apply to the PRICE Program. HUD’s nondiscrimination requirements at 24 CFR 1003.601 apply to Tribal Applicants. HUD’s [Fair Housing Rights and Obligations webpage](#) provides an overview of pertinent laws and implementing regulations concerning nondiscrimination and accessibility for persons with disabilities that apply

Applicants are reminded that HUD’s Title VI regulation, at 24 CFR 1.4(b)(3), specifically prohibits site selection that has the purpose or effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the basis of race, color, or national origin, which includes the relocation areas and land and site acquisition. Pursuant to HUD’s Title VI regulation at 24 CFR 1.4(b)(2)(i), applicants are reminded that in determining the types of housing, facilities, accommodations, services, financial aid, or benefits that will be provided, they may not, directly or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, or national origin, which includes voluntary buyouts.

b. Limited English Proficiency (LEP). Applicants and Partners must take reasonable steps to provide meaningful language access to persons with LEP with regard to any program, activity, or service funded under this NOFO pursuant to Title VI of the Civil Rights Act of 1964 and Executive Order 13166. For assistance in ensuring that the information regarding the planning process and this application are available to LEP populations, applicants and recipients should consult the Final Guidance to Federal Financial Assistance Recipients Regarding Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons published on January 22, 2007, in the Federal Register (72 FR 2732).

c. Physical Accessibility. Note that all meetings open to the public must be held in facilities that are physically accessible to persons with disabilities. Where physical accessibility is not achievable, Applicants and Partners must give priority to alternative methods of product or information delivery that are accessible to and usable by individuals with disabilities and offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate in accordance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and HUD's implementing regulations for Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) at 24 CFR part 8, Title II of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12134) and the implementing regulations at 28 CFR part 35, and all other applicable laws and regulations. In addition, all notices of and communications during all training sessions and public meetings shall be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities and provide persons with disabilities with reasonable accommodations to ensure their equal and full participation as consistent with Section 504 of the Rehabilitation Act of 1973 and HUD's Section 504 regulations (See 24 CFR Section 8.6 and Section 8) and Title II of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12134) and the implementing regulations at 28 CFR part 35 (See 28 CFR part 35, subpart E and 28 CFR § 35.130(b)(7)).

Pursuant to Section 504, covered multifamily housing projects that include substantial alterations to housing or include new construction of housing must comply with the Uniform Federal Accessibility Standards and the 2010 ADA Standards for Accessible Design with exceptions as detailed in HUD's Notice titled Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities ("HUD's Deeming Notice"), which is available at 79 Fed. Reg. 29,671 (May 23, 2014). Under the Fair Housing Act, all new construction of covered multifamily dwellings and rehabilitation that results in a covered multifamily dwelling must contain certain features of accessible and adaptable design that comply with the design and construction requirements at 42 U.S.C. § 3604(f)(3)(C). This requirement is in addition to other accessibility requirements, which may be required by federal, state, or local law.

d. Environmental Review. A HUD environmental review is required for all activities funded under this NOFO. Refer to Section VI. B of this NOFO for additional information regarding environmental review requirements.

e. Affordability. HUD is instituting an alternative requirement that all activities assisted by PRICE funds, inclusive of infrastructure and housing activities, shall be required to provide affordability for a period of not less than 15 years. In its PRICE Action Plan, for all housing activities, a grantee must define "affordable rents" and the affordability standards and enforcement mechanisms that will apply to affordable rental housing. In its PRICE Action Plan, for all non-housing activities, a grantee must demonstrate how its agreements will attach

affordability requirements to the assisted activity. The minimum affordability standards acceptable for compliance are the HOME Investment Partnerships Program (HOME) requirements at 24 CFR 92.252(a), (e), and (f) (rental housing) and 24 CFR 92.254(a)(1)-(4) (homeownership). HOME Investment Partnerships Program (HOME) requirements at 24 CFR 92.252 (e) and (f) (rental housing) will apply to Homesite Renters who will pay no more than 30 percent of gross income on housing costs, including site rental, fees, and utilities. For Tribal Applicants, affordability standards that are consistent with the affordability standards used in the relevant Indian tribe’s Indian Housing Block Grant Program for comparable housing will be acceptable for compliance. If a grantee applies other standards, the standards must meet or exceed rent limitations and the periods of affordability in the applicable HOME requirements. HUD requires any affordability standards to be enforceable and imposed by recorded use restrictions, covenants, deed restrictions, or other mechanisms to ensure that the rental housing remains affordable for the required period of time.

V. APPLICATION REVIEW INFORMATION

A. Review Criteria

1. Rating Factors

HUD will use the following rating factor criteria to evaluate applications under this NOFO. In addition to the requirement that proposals are well organized, clear, compelling, and address one or more eligible activities, applicants must describe whether they are applying for the **PRICE Main category, the PRICE Replacement Pilot category, or both categories of funding** and respond to all applicable rating factor criteria to be scored and ranked. Failure to respond to all the applicable rating factor criteria will result in an incomplete application. **If the applicant cannot respond to a specific question because it has determined that question does not apply to its proposed eligible activities, the applicant should specify why it does not apply rather than leaving it blank or unaddressed.** A total of 70 or more points is needed to be considered for an award. HUD may, at its discretion, award funds to Tribal Applicants scoring below the 70-point threshold by rank as HUD deems necessary to fulfill tribal award objectives.

Rating factor criteria are labeled as follows:

- **All Applicants:** All applicants should respond to the questions.
- **PRICE Main:** Questions for PRICE Main competition applicants.
- **PRICE Replacement Pilot:** Questions for PRICE Replacement Pilot applicants.

Total points for rating factors are 100 points, see potential points for each rating factor in Table 2. HUD will offer up to four (4) additional points, described in Section V.A.2 of this NOFO. The maximum points available in this NOFO is 104 points.

Table 2: Potential Points for each Rating Factor

Scoring Category	Potential Points
Factor (a): Need	15
Factor (b): Soundness of Approach	50

<i>Subfactor (b)(i): Project Description, Management, and Impact</i>	10
<i>Subfactor (b)(ii): Affordability and Equity</i>	15
<i>Subfactor (b)(iii): Environment and Resilience</i>	15
<i>Subfactor (b)(iv): Community Engagement</i>	10
Factor (c): Capacity	20
Factor (d): Match or Leverage	5
Factor (e): Long Term Effect	10

a. Factor (a): NEED (Maximum 15 points)

HUD is prioritizing proposals demonstrating: (1) need for affordable accessible housing options (including improved infrastructure and community amenities) in the project area(s) or subject communities described in the proposal, and (2) a clear and equitable focus on preserving and revitalizing manufactured housing to address the need described. HUD will rate more highly thorough and compelling proposals which address the need for affordable accessible housing by acquiring and installing, preserving, and/or rehabilitating manufactured housing (or other housing types, including modular housing).

- **Are you applying for PRICE Main, PRICE Replacement Pilot, or both categories of funding?**
 - **All Applicants:** Applicants must describe whether they are applying for the PRICE Main category, the PRICE Replacement Pilot category, or both categories of funding, and applications must address the narrative prompts that are applicable. Please indicate which of the following are being addressed: PRICE Main, PRICE Replacement Pilot, or both sets of narrative prompts.

- **What is your project area and the need for affordable accessible housing within it?**
 - **All Applicants:** For a single site proposal, describe the subject community; or for a regional or national multi-site proposal, describe the subject communities or geographic areas. Also describe the need for affordable accessible housing within them; you may include data or other relevant information about the lack of affordable housing options, risk of conversion of one or multiple MHCs to unaffordable market-rate housing or non-residential uses, number of LMI households in need of affordable accessible housing, hazards that have or could potentially impact the availability of housing, existing health and safety issues caused by existing substandard housing, or existing manufactured housing that is substandard and/or dated.

- **Is your project within or does it include any communities that meet Distress Criteria?**
 - **All Applicants:** Distress criteria are defined in 12 CFR 1805.201(b)(3)(ii)(D) (Certification as a Community Development Financial Institution) and include

communities with high rates of poverty, low income, high unemployment, and population loss. If your project is within or includes a community that meets one or more Distress Criteria, describe the issue(s) and their impact on the availability of housing. You may provide data and data sources in your description of issue(s) and impact on the availability of housing.

- **Does your proposal increase resilience in any disaster-prone areas?**
 - **All Applicants:** Is the area in or inclusive of a census tract identified as a [Community Disaster Resilience Zone](#), as defined by FEMA? If so, what future risks do the communities served by your proposal face due to natural hazards, extreme weather, and disasters such as flooding, wildfires, heat, severe storms, etc.?
- **What are the barriers to manufactured housing preservation or revitalization in your project area?**
 - **PRICE Main:** Barriers may include land use controls, insufficient infrastructure, insufficient access to materials and shipping logistics for remote and rural areas, permitting procedures and fees, perceived poor quality, low financing availability to purchase units and/or lots, local or political opposition to manufactured housing, low resident organizing or self-governance capacity, and high land values prohibitive for purchase by LMI households wishing to site a manufactured home. For non-Tribal Applicants, describe the protected class groups in your project area that lack access to safe and healthy affordable housing and the barriers to AFFH that create a lack of opportunity for them. Barriers may include existing patterns of segregation in the community, lack of opportunity in racially or ethnically concentrated areas of poverty, and discrimination. Note: you will describe how you plan to address these barriers in the required AFFH narrative in Section III. F. of this NOFO.
 - **PRICE Replacement Pilot:** Barriers to the preservation and revitalization of manufactured housing may include manufactured housing that is more costly to preserve than replace, or too old to sustain upgrades. Barriers to replacement of MHCs may include land use controls, permitting procedures and fees, high construction costs, low homeowner, or renter financing availability, local or political opposition to manufactured housing or the replacement affordable housing, resident organizing or self-governance capacity, and high land values prohibitive for purchase by LMI households. Why would the redevelopment not occur without federal funding? For non-Tribal Applicants, describe the protected class groups in your project area that lack access to safe and healthy affordable housing and the barriers to AFFH that create a lack of opportunity for them. Barriers may include existing patterns of segregation in the community, lack of opportunity in racially or ethnically concentrated areas of poverty, and discrimination. Note: you will describe how you plan to address these barriers in the required AFFH narrative in Section III. F. of this NOFO.

b. Factor (b) SOUNDNESS OF APPROACH (Maximum 50 points)

HUD is prioritizing proposals that (1) provide a clear vision and specific goals, and (2) explain how affordability will be preserved and environmental threats mitigated. HUD will rate

proposals which demonstrate sound planning and implementation practices that preserve and/or create long-term housing affordability for manufactured housing residents more highly.

i. Subfactor (b)(i): Project Description, Management, and Impact (10 points)

- **What are your vision and goals?**
 - **All Applicants:** A successful proposal will clearly articulate your vision and goals and provide details about the specific activities you wish to undertake that will create, preserve, or revitalize (including reconstruction using other construction methods) manufactured houses and ensure their availability and affordability to LMI households now and in the long-term. If you are proposing what you feel is a particularly innovative way to revitalize affordable housing, please describe why it's innovative and the added benefit to beneficiaries. Additionally, you should describe how the proposed activities are eligible and meet a National Objective (see Section III.F of this NOFO). For a single site, include physical descriptions, geography, map(s), and as applicable, connection to community amenities and utilities. For a regional or national multi-site proposal, also include a general description of the criteria used to select and characteristics of the communities you will be serving in your proposal. For both single site and multi-site proposals, identify the current landowners of any proposed project site(s) and their role in, and/or relationship to any proposed activities.
- **Which eligible activities will you use to address the need(s) described in Factor (a)?**
 - **PRICE Main:** Describe the activities you will undertake, how they will address existing need(s), and why they are an ideal solution to address the need(s). Describe how your proposal ensures housing stability for displaced residents and how their long-term housing stability will be ensured. Finally, describe whether units will be reserved for households assisted under other HUD affordable housing programs serving the needs of low-income households such as eligible Housing Choice Voucher (HCV) recipients, or the Indian Housing Block Grant (IHBG).
 - **PRICE Replacement Pilot:** How does the proposal for replacement housing address the need described in Factor (a)? Describe the proposed replacement housing, including the number of units proposed and the type of housing to be constructed as applicable (manufactured housing, single family attached, single family detached, multifamily, etc.) and cite the state and/or local building code(s) and land use regulation(s) that support the replacement housing. Provide detailed information on the MHC and the changes that will occur under this proposal. Describe how your proposal ensures housing stability for displaced residents and how their long-term housing stability will be ensured. Explain how the project will address the existing manufactured housing units in the MHC. Finally, describe whether units will be reserved for eligible Housing Choice Voucher (HCV) recipients.
- **What is your timeline and key tasks along that timeline?**
 - **All Applicants:** Demonstrate a clear and thoughtful planning process by providing the order and duration of the activities and key tasks described in your

proposal. For regional or national multi-site proposals, also describe if and how you will cascade work across different sites.

- **What is your budget?**

- **All Applicants:** Include all funding amounts and sources, how the funding will be provided, and how your project will be supported and sustained by the funding. Include the funding you are requesting from PRICE.
- **Applications pursuing both PRICE Main and PRICE Replacement Pilot funding:** You must indicate the total request, the amount requested under PRICE Main, and the amount requested under the PRICE Replacement Pilot. You must provide separate budgets, one for PRICE Main and one for PRICE Replacement Pilot.

Please note that PRICE Replacement Pilot applicants must provide evidence of non-federal financial match funding exceeding 50 percent of the Pilot request. This requirement does not apply to PRICE Main applicants, though leveraging external funding is encouraged (see Factor d – Match or Leverage).

- **What are the projected impacts of your activities if implemented?**

- **PRICE Main:** As applicable, clearly describe increased opportunities to access quality affordable housing, enhanced resilience of manufactured and other homes, enhancements to MHCs (e.g., infrastructure and services provided), retention of or increases to the availability of unsubsidized affordable housing, and overall benefit to the community or project area you wish to support.
- **PRICE Replacement Pilot:** Describe how the required dwelling units of affordable housing, of which up to four must be created to replace each unit of single-family housing, will remain affordable in the long-term (note: you must also address how lot rents and other fees will remain affordable as applicable). Include information on the resulting community or project area and the access to community amenities provided in the development or available in the surrounding community.

ii. Subfactor (b)(ii): Affordability and Equity (15 points)

- **How will you ensure the availability of affordable manufactured housing options to LMI households?**

- **PRICE Main:** Describe how you will balance affordability with the opportunity to build financial security and wealth for manufactured homeowners and if applicable, how you will encourage their lot ownership for the siting of manufactured homes. Applicants should consider how the land ownership ties into the opportunities you plan to create and how this ensures long term affordability. Finally, describe how the affordable homeownership and/or rental opportunities you plan to create will remain affordable for *at least 15 years* and be promoted to LMI households and protected classes. *Note: Affordability requirements applicable to this NOFO can be found in Section VI.E of this NOFO.*
- **PRICE Replacement Pilot:** How will you ensure the availability of affordable replacement housing options to LMI households? Describe how the new

replacement units will create and retain affordable housing beyond the duration of your proposal assuming it is not federally subsidized upon project completion (please also include a description of how lot rents and other fees will remain affordable, if applicable). Applicants should consider how the land ownership ties into the opportunities you plan to create and how this ensures long term affordability. Describe the ownership structure and how the ownership structure will ensure long-term affordability and/or wealth-building for LMI households. Finally, describe how the affordable homeownership and/or rental opportunities you plan to create will remain affordable for *at least 15 years* and be promoted to LMI households and protected classes. *Note: Affordability requirements applicable to this NOFO can be found in Section VI.E of this NOFO.*

- **What protections will be in place for residents?**

- **All Applicants:** HUD expects that in communities where the tenant of a manufactured housing unit rents the unit and/or the pad, the community will maintain or adopt tenant site lease protections consist with or greater than those required by Fannie Mae or Freddie Mac. Examples of applicable requirements include:
 - Notice of rent increases
 - Renewable leasing structures
 - Right to purchase or sell
 - Right to sublease
 - Advanced notice of planned sale or closure of a community

Define how your activities will protect residents from lot rent and/or fee increases, relocation, eviction, paying arrearage, and other adverse actions. This may include, but is not limited to, updating local ordinances to protect residents of manufactured homes from eviction, informing them of their rights, providing housing or legal counseling, or land acquisition. Describe as applicable how these protections align with federal civil rights laws, including the Fair Housing Act, [Fannie Mae](#) or [Freddie Mac](#) tenant protections, [The White House Blueprint for a Renters Bill of Rights](#), as well as state, local, or Tribal laws, and regulations applicable to the community or communities being served. For regional or national multi-site proposals, describe state, local, or Tribal laws and regulations, and how your proposal aligns to each. Finally, if your activities involve resident displacement, for example because of disaster resilience buy-outs, how will you ensure affected homeowners get fair market value for their home and ensure all residents (owners and renters) are able to relocate to another home nearby or have opportunities to purchase replacement units?

- **How does your proposal encourage access to resources and financing, especially for underserved communities and persons?**

- **All Applicants:** Characteristics of underserved communities and persons may include those living in poverty, lacking a vehicle, or living in overcrowded homes, among others. If applicable, describe how your proposal will increase accessible and affordable housing opportunities for individuals with disabilities

and how it will support integrated and independent living with access to voluntary supportive services such as health services and transportation.

- **PRICE Main (except Tribal Applicants) and PRICE Replacement Pilot:** How will you provide opportunities to low-income individuals? Describe as applicable how your project will provide economic opportunities to low-income individuals and your history of hiring, training, contracting, and providing other economic opportunities in furtherance of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and its implementing regulations at 24 CFR part 75.
- **Tribal Applicants:** Tribal Applicants must describe as applicable how the project will provide preferences in employment, training, and business opportunities to Indians and Indian organizations, consistent with Section 7(b) of the Indian Self-Determination and Education Assistance Act ([25 U.S.C. 5307\(b\)](#)) and 24 CFR 1003.510.

iii. Subfactor (b)(iii): Environment and Resilience (15 points)

- **What significant hazards could impact your project site(s)?**
 - **All Applicants:** For each significant hazard, describe hazard mitigation activities you will undertake to enhance the resilience of manufactured homes or associated infrastructure. You may wish to consult the Federal Emergency Management Agency (FEMA) [National Risk Index](#), [Hazus Program](#), [Resilience Analysis and Planning Tool](#), and [Community Disaster Resilience Zone Platform Tools](#). Additional resources may be found in FEMA's [Recovery and Resilience Resource Library](#).
- **How will your activities address the current and future threat of natural hazards, extreme weather, and disaster events?**
 - **All Applicants:** Outline how you will enhance the safety and stability of manufactured housing given natural hazards, extreme weather, and disaster events in your project area. What steps will be taken to mitigate impacts to manufactured housing and/or MHCs from weather-related hazards such as, but not limited to, wildfires, tornados, extreme heat, and floods?

Describe how your project supports LMI households that may be particularly vulnerable to impacts from weather-related hazards due to difficulties they may face preparing for, responding to, and recovering from disasters. If your project area includes homes that have been subject to repetitive loss, how will your project address and mitigate future losses?

Describe how you will use and promote weather resistant and climate appropriate materials across all project sites in your proposal. For regional and national multi-site proposals, describe how you will vary your approach to address differences in climate or climate change considerations among those sites as applicable.

Describe how your project supports LMI households that may be particularly vulnerable to impacts from natural hazards due to difficulties they may face preparing for, responding to, and recovering from disasters. If your project area

includes homes that have been subject to repetitive loss, how will your project address and mitigate future losses?

- **How does your proposal help advance Environmental Justice (as defined in Section I.A.4 of this NOFO)?**
 - **All Applicants (except Tribal Applicants):** Describe in detail how your proposed activities will advance Environmental Justice in one or more of the activities below. You may wish to consult the [Climate and Economic Resilience Screening Tool](#) for examples of environmental justice factors and economic indicators, such as energy, health, legacy pollution, water/waste water, and projected risk of floods or wildfires. For this competition, activities that advance Environmental Justice for people or communities that have been environmentally underserved or overburdened (e.g., low-income, and Black and Brown communities) are listed below:
 - Reducing or mitigating exposure to environmental and health hazards (e.g., poor air quality, legacy pollution, heat islands, and soil contamination from current/former industrial areas).
 - Improving protection from and resilience to environmental harms (e.g., weatherization, tornado shelters, fire-resistant materials, floodproofing).
 - Expanding environmental benefits (e.g., clean air and water, public transportation, bike and walking paths, clean energy, green technology, biodiversity).
 - Overcoming prior disinvestment in environmental infrastructure (e.g., drainage systems, green spaces, pollution controls).
 - **Tribal Applicants:** Describe in detail how your proposed activities will advance Environmental Justice by reducing exposure to environmental and health hazards through improved housing conditions.

iv. Subfactor (b)(iv): Community Engagement (10 points)

- **How will you seek and encourage diverse stakeholder participation?**
 - **PRICE Main:** For each community you propose to support, describe how you will include and use input from stakeholders impacted by your proposed activities, such as manufactured housing residents, local governments, nonprofits, CDFIs, cooperatives, tenant advocates, fair housing organizations, manufactured housing developers, builders/general contractors, and unions. Describe what efforts you will take to engage and support participation by underserved communities and groups least likely to participate in the community. If the barriers described in Factor (a) will prevent successful project implementation, what is your plan to engage the community, local or state agencies, elected officials, etc., to address those barriers?
 - **PRICE Replacement Pilot:** For each community you propose to support, describe how you will include and use input from stakeholders impacted by your proposed activities such as manufactured housing residents, local governments, nonprofits, CDFIs, cooperatives, manufactured housing developers, builders/general contractors, fair housing organizations, and unions. Describe what efforts you will take to engage and support participation by underserved

communities and groups least likely to participate in the community. Additionally, as applicable, describe how public engagement and input will influence the replacement of housing units. If the barriers described in Factor (a) will prevent successful project implementation, what is your plan to engage the community, local or state agencies, elected officials, etc., to address those barriers?

- **How does your proposal align with existing community plans and policies?**
 - **All Applicants:** Does your proposal align with applicable existing comprehensive plans, land use plans, housing plans, fair housing planning, or other plans or policies in the community or communities across the project area(s)? Alternatively, if your proposal includes changing community plans and policies to be more supportive of manufactured housing, describe those changes and how you will secure buy-in to those changes from local officials and from community members.

c. Factor (c): CAPACITY (Maximum 20 points)

HUD will carefully consider the technical and financial capacity of applicants to ensure PRICE grantees can carry out project proposals in an efficient and timely manner while responsibly expending federal funds. HUD will rank proposals that demonstrate the applicant's capacity to carry out the proposal, as well as their recent experience carrying out similar work, more highly. Describe in your narrative:

- **What experience do you have managing projects?**
 - **All Applicants:** Detail your prior experience proposing, managing, implementing, and coordinating community development projects like the one you are proposing. Describe the roles and responsibilities your organization played, as well as those of partner organizations, if applicable. Provide references from clients, which may include but are not limited to beneficiaries and partners, verifying your experience.
- **What is your experience using grant funds?**
 - **All Applicants:** Provide at least one example of your experience managing and expending grant funds (ideally, but not necessarily, federal grant funds such as CDBG, NSP, CDBG-DR, HOME, or Section 108 funds, or in the case of Tribal Applicants, IHBG or ICDBG funds) to complete a project. Describe funds expended, for what purpose, and any challenges you experienced. If describing an example of your experience managing and expending federal grant funds, describe your experience meeting associated obligations and federal requirements.
- **Who are your key staff?**
 - **All Applicants:** List key staff from your organization (and your partner organizations, if applicable) who will be responsible for project leadership, management, and implementation, and the roles they will perform throughout the project(s) life cycle. Describe how your organization will manage partner organizations, if applicable, to ensure they are meeting expectations required for successful project implementation. Describe any gaps, vacancies, and contingency plans addressing potential staff or partner loss during the project. If applicable, list

your for-profit partner(s) and their financial interest in your proposed project. This may include, but is not limited to, land ownership within the project area(s).

- **What is your experience promoting racial equity?**
 - **All Applicants:** Describe your experience working directly with underserved communities, particularly Black and Brown communities, to design or operate programs that equitably benefit such groups, or experience successfully advancing racial equity in other ways. This may also include experience soliciting, obtaining, and applying input from such groups when designing, planning, or implementing programs and activities.

- **What is your experience completing environmental reviews?**
 - **All Applicants:** Describe your experience conducting environmental reviews in accordance with 24 CFR part 50 (non-profits not in consortium with a state government, tribal government, or unit of general local government) or 24 CFR part 58 (state government, tribal government, and units of general local government, or non-profits in consortium with any of the aforementioned). Please note that for physical development activities or property acquisition, you are generally prohibited from acquiring, rehabilitating, converting, demolishing, leasing, repairing, or constructing property, or committing or expending HUD funds until an environmental review process has been completed.

- **Are you familiar with cross-cutting federal requirements?**
 - **All Applicants:** Describe your experience with cross-cutting federal requirements and how you will comply with 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Davis-Bacon labor standards (not applicable to Tribal Applicants), fair housing and nondiscrimination requirements, and the 49 CFR 24 (Uniform Relocation Act).

d. Factor (d) MATCH OR LEVERAGE (Maximum 5 points)

Match and leverage are defined in Section I.A.4.b. PRICE Main applications do not require external funding. However, HUD views external funding as an indicator of support and commitment to the project. Additional funds may also increase the effectiveness of the proposed activities. PRICE Replacement Pilot applicants must provide evidence of non-federal financial match funding exceeding 50 percent of the requested PRICE funds. Non-financial contributions will not be considered to meet this match requirement.

For PRICE Main proposals (excluding applications that are pursuing both categories of funding, PRICE Main and the PRICE Replacement Pilot), points will be awarded in accordance with Table 3 based on the percentage of leveraged commitments for the proposed activities.

Table 3: PRICE Main Scoring for Leveraged Funding

Leverage commitments as percent of grant funds requested	Points awarded
More than 50 percent	2

50 percent or less	1
No leveraged funding	0
Funding risks	Points awarded
Description of funding risk and contingency plan (see below)	3

For PRICE Replacement Pilot proposals (including applications for both categories of funding, PRICE Main and the PRICE Replacement Pilot), points will be awarded in accordance with Table 4 based on the percentage of match for the Replacement Pilot funds requested. *Any proposal for a PRICE Replacement Pilot award with less than the required amount of match is ineligible for a pilot award but may be considered for PRICE Main funding.*

Table 4: PRICE Replacement Pilot Scoring for Match Funding

Match as percent of grant funds requested	Points awarded
At least 100 percent	2
More than 50 percent but less than 100 percent	1
50 percent or less	Ineligible
Funding risks	Points awarded
Description of funding risk and contingency plan (see below)	3

- All Applicants:** Describe in your narrative the sources and amounts of match or leveraged funding, along with other resources or expertise those sources bring to the proposed project. These may include funding from state and local government sources, the non-profit sector, the private sector, among other potential sources. In addition to financial contributions, applicants for PRICE Main awards may credit the dollar amounts of any non-financial contributions towards their percentage of leveraged commitments. Please note that non-financial contributions will not count towards the total percentage of match for PRICE Replacement Pilot awards. Applicants must follow the below requirements in compiling and documenting match or leverage for the purposes of this NOFO. Otherwise, it may not be possible for HUD to count the commitment at the level claimed. These general requirements apply to all match or leveraged resource commitments.

- Resources must be firmly committed as of the application deadline date. “Firmly committed” means that the amount of the resource is a specific dollar amount and its dedication to PRICE activities is explicit. Estimates or dollar amount ranges are not considered a specific dollar amount and will not be considered. Endorsements or general letters of support alone will not count as resources and should not be included in the application.
- Match or leverage documents must represent valid and accurate commitments of future support. They must detail the dollar amount and any terms of the commitment.

They must also indicate that the funding is available to you for the activities directly related to undertaking your PRICE proposal.

3. Resource commitments must be written and signed and dated by a person authorized to make the commitment.

4. Commitment letters must be on official letterhead, or they will not be accepted. Note that commitment letters must be and are considered binding.

5. If the commitment documentation is not included in the application and submitted before the NOFO deadline, it will not be considered.

6. Staff time of the Applicant and/or Partner(s) (if any) will be an eligible leverage resource for PRICE Main if they are firmly committed and monetized.

- **All Applicants:** Describe proposal or project funding risks, such as being awarded less funding than requested through PRICE, or withdrawal of support from other funder(s) or internal budget risks which may prevent you from meeting your proposed timeline or completing certain activities. What is your contingency plan for addressing these funding risks?

e. Factor (e) LONG-TERM EFFECT (Maximum 10 points)

Describe in your narrative the long-term effect of your proposal. A high-scoring narrative will be specific and clearly address the needs identified in Factor (a), with a clear positive effect expected well beyond the term of the PRICE grant’s period of performance.

All Applicants:

- How will your proposed activities retain other affordable housing opportunities for LMI households in the community? How will you ensure LMI households are not eventually priced out of the community? How will you help current renters and homesite renters become homeowners or otherwise acquire an interest in the lot?
- How will your proposed activities ensure the long-term affordability, including lot rents and other fees as applicable, of housing without future federal subsidies? *Note: affordability requirements applicable to this NOFO can be found in Section VI.E of this NOFO.*
- How will your proposed activities promote stable homeownership options in the long-term, including both the house itself and the lot on which it sits?
- How will your proposal support underserved communities in the long term? How will your proposed activities advance housing access and justice for vulnerable populations or underserved communities? How will your proposal enable underserved communities, particularly those of color, to build wealth over the long term?
- How will your proposal make manufactured housing or MHCs livable, sustainable, and resilient? Examples may include, but are not limited to, long-term benefits of mitigation activities, weatherization, or infrastructure enhancement in MHCs. You may also describe how your proposal reduces resident health risks or exposure to environmental hazards.

PRICE Rating Factors	100 points
PRICE Preference Points	4 points

PRICE

Maximum Points: 104

2. Other Factors

Preference Points

This NOFO supports the following policy initiatives. If your application demonstrates the appropriate information for the policy initiative, your application will receive up to two (2) points for each initiative, and will receive no more than a total of four (4) points. These points are added to your application's overall score.

You may choose to voluntarily commit to address policy initiatives in your application. Addressing these policy initiatives is not a requirement to apply for or receive an award. If you choose to address a voluntary policy initiative in your application, however, you will be required to adhere to the information submitted with your application should you receive an award. The proposed information will be included as a binding requirement of any federal award you receive as a term and condition of that award.

This program does not offer points for Climate Change

This program does not offer points for Environmental Justice.

This program does not offer preference points related to HBCUs.

Pursuant to Executive Orders [13985](#), [14041](#), [14045](#), and [14031](#), you may receive up to two (2) preference points if you are an applicant designated as a minority-serving institution (MSI) or if your application proposes one or more partnerships with minority-serving educational institutions that have been historically underserved.

This program does not offer preference points related to minority-serving institutions.

This program does not offer Promise Zone preference points.

HUD will offer preference points for the Period of Affordability only.

HUD encourages applicants to align to its Strategic Goals described in Section I.A.2 of this NOFO. Preference points will be awarded to applications that ensure the long-term availability of and access to affordable housing units in underserved communities, including both units of housing and the lot on which the housing sits, regardless of whether the lot is owned or rented by the homeowner. Up to four preference points, as described in Table 5, will be awarded to applications that propose going beyond the required period of affordability by demonstrating and documenting a plan to keep homeownership and/or rental opportunities affordable for longer.

Table 5: Period of Affordability – Preference Points

Period of Affordability – Preference Points	Preference points awarded
30 years or more	4
More than 15 years but less than 30 years	2

B. Review and Selection Process

1. Past Performance

In evaluating applications for funding, HUD will consider an applicant's past performance in managing funds. Items HUD will consider include, but are not limited to:

OMB-designated repositories of governmentwide data, as noted in 2 CFR 200.206(a)

The ability to account for funds in compliance with applicable reporting and recordkeeping requirements

Meeting program requirements

The applicant's organizational capacity, including staffing structures and capabilities

Producing positive outcomes and results

Additional considerations are described in Section V.A. of this NOFO.

HUD may reduce scores based on the past performance review, as specified under V.A. Review Criteria. Whenever possible, HUD will obtain and review past performance information. If this review results in an adverse finding related to integrity of performance, HUD reserves the right to take any of the remedies provided in the [Pre-Selection Review of Performance section of the Eligibility Requirements for Applicants of HUD Financial Assistance Programs](#).

2. Assessing Applicant Risk

In evaluating risks posed by applicants, HUD may use a risk-based approach and may consider any items such as the following:

- (1) Financial stability;
- (2) Quality of management systems and ability to meet the management standards prescribed in this part;
- (3) History of performance. The applicant's record in managing Federal awards, if it is a prior recipient of Federal awards, including timeliness of compliance with applicable reporting requirements, failing to make significant progress in a timely manner, failing to meet planned activities in a timely manner, conformance to the terms and conditions of previous Federal awards, and if applicable, the extent to which any previously awarded amounts will be expended prior to future awards;
- (4) Reports and findings from audits performed under Subpart F—Audit Requirements of this part or the reports and findings of any other available audits; and
- (5) The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities.

3. Experience Promoting Racial Equity

In evaluating applications for funding, HUD will consider the extent to which the application demonstrates that the applicant has the experience and the resources to effectively address the needs of underserved communities, particularly Black and Brown communities. This may include experience successfully working directly with such groups, experience designing or operating programs that equitably benefit such groups, or experience successfully advancing

racial equity in other ways. This may also include experience soliciting, obtaining, and applying input from such groups when designing, planning, or implementing programs and activities.

All PRICE applicants must describe their experience or resources promoting racial equity in the Capacity factor, section V.A.1.c.i. HUD will consider the extent to which applicants have past experience or resources to effectively address the needs of underserved communities. PRICE Tribal Applicants should describe their past experience or resources to effectively address the needs of Native Americans.

Additional information on Review and Selection Process

HUD's selection process is designed to ensure that grants are awarded to eligible applicants that submit the most meritorious applications. HUD will consider the information you submit by the application deadline date. After the application deadline date, HUD may not, consistent with its regulations in 24 CFR part 4, subpart B, consider any unsolicited information that you or any third party may want to provide. HUD may verify information provided in your application as needed by sending a written request for clarification. Responses to such inquiries will be required within two business days.

4. Application Screening.

1. HUD will screen each application to determine if the Key Eligibility Criteria in Section III.A are met (including screening for technical deficiencies). If they are not met, the application will be deemed ineligible and will not receive further review. If they are met, HUD will screen the application to determine if it meets the other threshold criteria listed in Section III.D (including screening for technical deficiencies).
2. Corrections to Deficient Applications - Cure Period. In accordance with Section IV.D, corrections of technical deficiencies must be submitted by the due date and time specified in the curable deficiency notification from HUD. Examples of curable (correctable) technical deficiencies include, but are not limited to, inconsistencies in the funding request and failure to submit a signature and/or date on a certification.
3. Applications that will not be rated or ranked. HUD will not rate or rank applications that are deficient at the end of the cure period or that have not met the Threshold Requirements described in Section III.D. Such applications will not be eligible for funding.

5. Preliminary Rating and Ranking. Reviewers will rate each eligible application based solely on the rating factors described in Section V.A and assign a preliminary score for each rating factor and total score. HUD will then rank applications in score order.

6. Final Panel Review. A Final Review Panel will:

1. Review the Preliminary Rating and Ranking documentation to ensure any inconsistencies between preliminary reviewers are identified and rectified and to ensure the Preliminary Rating and Ranking documentation accurately reflects the contents of the application;
2. Assign a final score to each application and rank them in score order; and
3. Recommend for selection the most highly rated applications, subject to the amount of available funding, and with consideration of the \$25 million for PRICE Replacement Pilot awards and, in the PRICE Main category, the \$11 million intended for Tribal

Applicants, which includes \$1 million reserved consistent with the FY 24 Appropriations Act.

7. Selection Considerations. HUD reserves the right to fund applications out of rank order to prioritize benefit to low- and moderate-income residents, to prioritize the preservation of affordability for residents of manufactured housing or a manufactured housing community, and to ensure geographic diversity. A total of 70 points or more is needed to be considered for an award for either category of funding. HUD may award funds to Tribal Applicants scoring below the 70-point threshold, as HUD deems necessary to fulfill PRICE tribal objectives. Of the funding available from the FY2024 appropriation, \$1 million is reserved for Tribal Applicants. In total, at least \$11 million is intended for Tribal Applicants.

8. Tie Scores. If two or more applications have the same score and there are insufficient funds to select all of them, HUD will select the application(s) with the highest score for the overall Need Rating Factors. If a tie remains, HUD will select the application(s) with the highest score for the overall Soundness of Approach Rating Factors (including consideration of the proposed period of affordability described in the proposal), then overall Capacity Rating Factors.

VI. AWARD ADMINISTRATION INFORMATION

A. Award Notices

Following the evaluation process, HUD will notify successful applicants of their selection for funding. HUD will also notify other applicants, whose applications were received by the deadline but were not chosen for award. Notifications will be sent by email to the person listed as the AOR in item 21 of the SF-424.

1. Final Grant

After HUD has made selections, HUD will finalize specific terms of the award and budget in consultation with the selected applicant. If HUD and the selected applicant do not finalize the terms and conditions of the award in a timely manner, or the selected applicant fails to provide requested information, an award will not be made to that applicant. In this case, HUD may select another eligible applicant. HUD may also impose specific conditions on an award as provided under [2 CFR 200.208](#).

2. Adjustments to Funding

To ensure the fair distribution of funds and enable the purposes or requirements of a specific program to be met, HUD reserves the right to fund less than the amount requested in an application.

a. HUD may fund no portion of an application that:

- (1) Is ineligible for funding under applicable statutory or regulatory requirements;
- (2) Fails, in whole or in part, to meet the requirements of this notice;
- (3) Duplicates activities funded by other federal awards; or
- (4) Duplicates activities funded in a prior year.

- b. HUD may adjust the funding for an application to ensure funding diversity, geographic diversity, and alignment with HUD administrative priorities.
- c. If an applicant turns down an award offer, or if HUD and an applicant do not finalize the terms and conditions of the award in a timely manner, HUD may withdraw the award offer and make an offer of funding to another eligible application.
- d. If funds remain after all selections have been made, remaining funds may be made available within the current fiscal year for other competitions within the program area, or be held for future competitions (if allowable in accordance with the applicable appropriation or authorizing statute), or be used as otherwise provided by authorizing statute or appropriation.
- e. If, after announcement of awards made under the current NOFO, additional funds become available either through the current appropriations, a supplemental appropriation, other appropriations or recapture of funds, HUD may, in accordance with the appropriation, use the additional funds to provide additional funding to an applicant awarded less than the requested amount of funds to make the full award, and/or to fund additional applicants that were eligible to receive an award but for which there were no funds available.

3. Funding Errors

If HUD commits an error that when corrected would cause selection of an applicant during the funding round of a Program NOFO, HUD may select that applicant for funding, subject to the availability of funds. If funding is not available to award in the current fiscal year, HUD may make an award to this applicant during the next fiscal year, if funding is available.

B. Administrative, National and Departmental Policy Requirements and Terms for HUD Applicants and Recipients of Financial Assistance Awards

Unless otherwise specified, the following [Administrative, National and Department Policy Requirements and Terms for HUD Financial Assistance Awards](#) apply. Failure to comply with these requirements may impact your ability to receive or retain a financial assistance award from HUD. Read the requirements carefully as the requirements are different among HUD's programs.

1. Compliance with The Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations at 24 CFR part 100 et seq
2. Compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-2000d-4 (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1
3. Compliance with the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146
4. Compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8
5. Compliance with the Americans with Disabilities Act, 42 U.S.C. 12101 et seq
6. Compliance with Affirmatively Furthering Fair Housing (AFFH) requirements, including those listed on HUD's Affirmatively Furthering Fair Housing webpage
7. Compliance with Economic Opportunities for Low-and Very Low-income Persons (Section 3)

requirements, including those listed at 24 CFR part 75

8. Compliance with Improving Access to Services for Persons with Limited English Proficiency (LEP) requirements, including those listed within Federal Register Notice, FR-4878-N-02 (also see HUD's webpage)
9. Compliance with Accessible Technology requirements, including those listed on in HUD's Policy on Section 508 of the Rehabilitation Act and Accessible Technology
10. Compliance with Equal Access Requirements (see 24 CFR 5.105(a)(2) and 5.106)
11. Compliance with Energy Efficient, Sustainable, Accessible, and Free from Discrimination by Design
12. Compliance with Participation in HUD-Sponsored Program Evaluation (see Federal Register Notice, FR-6278-N-01)
13. Compliance with Drug-Free Workplace requirements (see 2 CFR part 2429, which is HUD's implementation of 41 U.S.C. 701, et seq.)
14. Compliance with the requirements related to safeguarding resident/client files
15. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (2 CFR part 170) (FFATA), as amended
16. Compliance with Eminent Domain
17. Compliance with Accessibility for Persons with Disabilities requirements on HUD's Disability Overview webpage
18. Compliance with Violence Against Women Act at 24 CFR part 5, subpart L and applicable program regulations
19. Compliance with the Build America, Buy America (BABA) Act procurement requirements and implementing guidance available on HUD's dedicated webpage
20. Compliance with System for Award Management and Universal Identifier Requirements at 2 CFR part 25
21. Compliance with section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)) and implementing regulations at 2 CFR part 175 (Award Term for Trafficking in Persons)
22. Compliance with Suspension and Debarment (see 2 CFR part 2424 and 2 CFR part 180)
23. Compliance with environmental justice requirements under Executive Orders 12898 and 14008, and OMB Memorandum M-21-28, which implements the Justice40 Initiative, section 223 of Executive Order 14008.
24. Compliance with Eliminating Barriers That May Unnecessarily Prevent Individuals with Criminal Histories from Participation in HUD Programs (see HUD Secretary Fudge's April 12, 2022 memorandum)
25. Compliance with equity requirements, which include compliance with racial equity and underserved communities and LGBTQ+ requirements under Executive Orders 13985 and 13988

Compliance with waste, fraud, and abuse requirements, including whistleblower protections. Compliance with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a contractor, subcontractor, grantee, subgrantee, and personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health

or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. (See [Federal Contractor or Grantee Protections | Office of Inspector General, Department of Housing and Urban Development \(hudoig.gov\)](#))

Environmental Review

Compliance with environmental requirements, including regulations at 24 CFR part 50 or 58:

1. Activities under this NOFO are subject to environmental review by a responsible entity (as defined by 24 CFR 58.2(a)(7)) under HUD regulations at 24 CFR part 58 or by HUD under 24 CFR part 50. Each Applicant under this NOFO must work with their responsible entity under part 58, or HUD under part 50, to complete an environmental review for any awarded funds. As part of the environmental review process, the effect of a proposed project on people and the natural environment within a designated project area must be evaluated. This includes compliance with the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. 4321, environmental justice requirements as set forth in Executive Orders [12898](#), [14008](#), and [14096](#) and all applicable related federal environmental authorities.
2. For activities under a grant to an entity not included in the definition of recipient at 24 CFR 58.2(a)(5), such as a nonprofit or quasi-governmental entity, HUD will perform the environmental review under the provisions of 24 CFR part 50.
3. Irrespective of whether the responsible entity, in accordance with 24 CFR part 58, or HUD, in accordance with 24 CFR part 50, performs the environmental review, the grant recipient must supply all available, relevant information necessary for the responsible entity (or HUD, if applicable) to perform an environmental review for each activity, including information for each property when applicable. The Project Grant Recipient also must carry out mitigating measures required by the responsible entity (or HUD, if applicable) or select an alternative project site.
4. The recipient, its project partners, and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this NOFO, or commit or expend HUD or non-HUD funds for such eligible activities under this NOFO, until the responsible entity has completed the environmental review procedures required by 24 CFR part 58 and if applicable, the environmental certification and Request for Release of Funds and Certification (RROF) have been approved or HUD has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the activity. HUD will not release grant funds if the recipient or any other party commits grant funds (i.e., incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its RROF (where such submission is required).
5. Site contamination is a common concern for manufactured housing units and MHCs. MHCs may be situated on, or near, properties that have site contamination. Use of the EPA's NEPAassist tool (<https://www.epa.gov/nepa/nepassist>) when conducting the contamination analysis required by 24 CFR 58.5(i) as part of the environmental review can help locate potential sources of contamination. Contamination may affect the health and safety of MHU residents through direct exposure or through impacts to groundwater. PRICE grant funds can also be used for testing contamination levels as well as mitigation

of contamination as part of the environmental review process associated with an eligible project.

6. Environmental reviews are also applicable to projects undertaken by non-governmental entities. Non-governmental entities must coordinate with their local HUD field office to arrange required environmental reviews per 24 CFR part 50.

Prohibition on Surveillance

Compliance with [2 CFR 200.216, Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment](#) is required.

Remedies for Noncompliance

HUD may terminate a Federal award, in whole or in part, for any of the reasons specified in [2 CFR 200.340, Termination](#).

Corrective and remedial actions. To ensure compliance with the requirements of the Appropriations Acts and to effectively administer the PRICE program, HUD is waiving 42 U.S.C. 5304(e) of the HCD Act to the extent necessary to impose the following alternative requirement: HUD may undertake corrective and remedial actions for States in accordance with the authorities applicable to entitlement grantees in subpart O (including corrective and remedial actions in 24 CFR 570.910, 570.911, and 570.913) or under subpart I of the CDBG regulations at 24 CFR part 570. Before determining appropriate corrective actions, HUD will notify the grantee of the procedures applicable to its review. As in the annual CDBG program, in accordance with 24 CFR 570.300, the policies and procedures set forth in subpart O will apply to local governments receiving direct grants from HUD.

Reduction, withdrawal, or adjustment of a grant or other appropriate action. Prior to a reduction, withdrawal, or adjustment of a grant or other appropriate action taken pursuant to this section, the recipient shall be notified of such proposed action and given an opportunity within a prescribed time period for an informal consultation. Consistent with the procedures described in this NOFO, the Secretary may adjust, reduce, or withdraw the grant or take other actions as appropriate, except that funds already expended on eligible approved activities shall not be recaptured.

Lead-Based Paint Requirements

When providing housing assistance funding for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)); and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

When providing education or counseling on buying or renting housing that may include pre-1978 housing under your grant you must inform clients of their rights under the Lead Disclosure Rule (24 CFR part 35, subpart A), and, if the focus of the education or counseling is on rental or purchase of HUD-assisted pre-1978 housing, the Lead Safe Housing Rule (subparts B, R, and, as applicable, F - M).

C. Reporting

HUD requires recipients to submit performance and financial reports under OMB guidance and program instructions.

1. Recipient Integrity and Performance Matters

You should be aware that if the total Federal share of your federal award includes more than \$500,000 over the period of performance, the award will be subject to post award reporting requirements reflected in [Appendix XII to 2 CFR part 200, Award Terms and Conditions for Recipient Integrity and Performance Matters](#).

2. Race, Ethnicity and Other Data Reporting

HUD requires recipients that provide HUD-funded program benefits to individuals or families to report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of HUD programs in order to carry out the Department's responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987. These authorities prohibit discrimination in housing and in programs receiving financial assistance from the Department and direct the Secretary to administer the Department's programs and activities in a manner affirmatively to further these policies and to collect certain data to assess the extent of compliance with these policies. Each recipient shall keep such records and submit to the Department timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the Department may determine to be necessary to enable it to ascertain whether the recipient has complied or is complying with 24 CFR parts 1 and 121. In general, recipients should have available for the Department data showing the demographics of beneficiaries of federally-assisted programs.

3. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) as amended (FFATA)

FFATA requires information on federal awards be made available to the public via a single, searchable website, which is www.USASpending.gov. Accordingly, each award HUD makes under this NOFO will be subject to the requirements provided by the Award Term in Appendix A to [2 CFR part 170](#), "REPORTING SUBAWARD AND EXECUTIVE COMPENSATION INFORMATION," unless the Federal funding for the award (including funding that may be added through amendments) is not expected to equal or exceed \$30,000. Requirements under this Award Term include filing subaward information in the Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS.gov) by the end of the month following the month in which the recipient awards any sub-grant equal to or greater than \$30,000.

4. Program-Specific Reporting Requirements

a. Use of Disaster Recovery Grant Reporting (DRGR) system. HUD must require all grantees under this NOFO to report the sources and uses of all amounts expended and other information for HUD's annual report to Congress or other purposes as determined by HUD. If you are selected for funding, you must report to HUD using DRGR as described in Section VI.C.4.

1. HUD will provide training and technical assistance on the submitting of quarterly reports, as well as the use of DRGR for grantees unfamiliar with the system.
2. Completion of quarterly expenditure reports is mandatory for all grantees except Tribal Applicants, which must complete expenditure reports annually. Performance reports are required annually from all grantees. Failure to provide these reports within the required timeframe will result in corrective actions up to and including suspension of grant funds until the report is submitted and approved by HUD.
3. All grantees will be held to the milestones in the program schedule, as approved by HUD. Adjustments to the schedule may be made by the grantee only with prior HUD approval. All obligations of funds by the grantee or a partner must be recorded as obligations in DRGR on at least a quarterly basis.

4. Tribal Applicants:

(a). Annual Financial Reports. Unless otherwise advised, Tribal Applicants will have to submit a Federal Financial Report (SF-425) to the local HUD office within 30 days after the end of program year. If applicable, the SF-425 must also show that leveraging resources were received and used for their intended purposes. A final SF-425 must be submitted within 90 days after the end of the period of performance identified on the grant agreement.

(b). Annual Performance Reports. Tribal Applicants will submit performance reports annually. This report, which is like the ASER used in the ICDBG program, is due 45 days after the end of the Federal fiscal year and at the time of grant close-out. The report must include:

- The progress made on completing your project;
- A list of work remaining;
- A breakdown of funds spent; and
- When the project is done, an evaluation of its effectiveness in meeting your community development needs.
- The estimated number of (1) permanent and (2) temporary jobs that are created each year in whole or in part with PRICE funds. This estimate should include the number of recipient staff positions, sub-recipient staff positions, and related construction jobs or jobs created through contract between the employer and the grantee. HUD's Office of Labor Relations uses the definitions of permanent and temporary employment as follows:

1. A permanent employee, full-time or part-time, is one whose employment agreement with the employer is not limited by duration and remains continuous until employment is terminated, voluntarily or otherwise, or unless the employment agreement is altered to include a limit on duration.
2. A temporary employee, full-time or part-time, is one whose employment agreement with the employer contains conditions under which the employment is limited by duration involving time or task (e.g., not to exceed six months from hire, or on a date determined by the employer, or upon completion of a specified task(s)).

The grantee may provide additional information about the nature of these jobs if it wishes

- A summary of complaints received, and responses. The grantee will provide a timely written response to every citizen’s complaint. The grantee will provide a response within 15 working days of the receipt of the complaint, where practicable.

(c). Minority Business Enterprise Report. If funded, Tribal Applicants must submit this report on contract and subcontract activity by October 10 of each Federal fiscal year.

b. Closeout. HUD will close out PRICE grants in accordance with Section VI.E.

c. To the extent that administrative requirements of Section VI.B. of the General Section conflict with the requirements in Section VI.E, the requirements in Section VI.E will apply.

D. Debriefing

For a period of at least 120 calendar days, beginning 30 calendar days after the public announcement of awards under this NOFO, HUD will provide a debriefing related to their application to requesting applicants. A request for debriefing must be made in writing or by email by the AOR whose signature appears on the SF-424 or by his or her successor in office and be submitted to the POC in Section VII Agency Contact(s) of this NOFO. Information provided during a debriefing may include the final score the applicant received for each rating factor, final evaluator comments for each rating factor, and the final assessment indicating the basis upon which funding was approved or denied.

E. PRICE Post-Award Program Requirements

This Section contains the post-award requirements applicable to Community Development Block Grant (CDBG) funds made available by the Consolidated Appropriations Act, 2023 (Public Law 117-328, approved December 29, 2022) and the Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024) (Appropriations Acts) and awarded as Preservation and Reinvestment Initiative for Community Enhancement (PRICE) grants.

Consistent with the Appropriations Acts, funds shall be awarded directly to state governments, local governments, metropolitan planning organizations, multi-jurisdictional entities, Resident-controlled Manufactured Housing Communities, cooperatives, non-profit entities (including consortia of non-profit entities), Community Development Financial Institutions (CDFIs), and Tribal Applicants, and entities that partner with one or several residents of such eligible communities or that propose to implement a grant program that would assist residents of such eligible communities. A recipient of a PRICE grant is a “grantee.”

1. Use of Funds

a. General

The Appropriations Acts made funds available to preserve and revitalize manufactured housing and eligible manufactured housing communities. The Appropriations Acts provides that eligible uses of such grants may include infrastructure, planning, resident, and community services (including relocation assistance and eviction prevention), resilience activities, and providing other assistance to residents or owners of manufactured homes, which may include providing assistance for manufactured housing land and site acquisition. A portion of the funding

(\$25,000,000) is reserved for grants to assist in the redevelopment of manufactured housing communities as replacement housing that is affordable.

b. Applicable Statutory and Regulatory Requirements

All recipients of PRICE grants are subject to: (1) the requirements of the Appropriations Acts; (2) this NOFO, including all appendices; and (3) applicable regulations governing the CDBG program at 24 CFR part 570, or the ICDBG program at 24 CFR 1003 with respect to Tribal Applicants, unless modified by waivers and alternative requirements published by HUD in this NOFO or other applicable Federal Register Notice

Applicants who are not recipients of formula CDBG funding will be subject to CDBG regulations applicable to entitlement communities, unless otherwise noted. Additionally, references to Entitlement communities within this section also include Manufactured Housing Communities, cooperatives, non-profit entities (including consortia of non-profit entities), CDFIs or other entities approved by the Secretary.

Because PRICE is a competitive program, HUD is treating a grantee's use of its PRICE grant independently of the consolidated plan and annual action plan process. The Appropriations Acts and the PRICE NOFO establish the purpose and define the eligible uses of PRICE funds.

Treating PRICE independently from the regular CDBG submission requirements implements the Appropriations Acts direction to allocate funds competitively and facilitates the distribution of PRICE funds, while ensuring public participation on the specific use of the funds. Therefore, HUD is waiving the consolidated plan regulations to the extent necessary to adjust reporting to fit the requirements of the Appropriations Acts, the PRICE competition, and the use of the Disaster Recovery Grant Reporting (DRGR) system.

The waivers, alternative requirements, and statutory changes apply only to PRICE funds and not to the use of annual formula allocations of CDBG funds or other HUD Community Planning and Development funds or ICDBG funds, even if they are used in conjunction with PRICE funds for a project. They provide expedited program implementation and implement statutory requirements unique to this appropriation.

c. PRICE Action Plan and Amendments

Applicants will submit an application, as described in this NOFO, detailing the proposed use of funds and how the use of these funds will preserve and revitalize manufactured housing and eligible manufactured housing communities. Once an Applicant receives a PRICE award, the grantee's application (or approved components of a grantee's application) will become the basis for its PRICE Action Plan. Once the grantee has received DRGR system access (see Section IV.C.4), the grantee will enter in DRGR the approved activities and narrative information and HUD will ensure that the information is consistent with the application and HUD's approval. This information encompasses the grantee's PRICE Action Plan. The grantee must publish the PRICE Action Plan on its official website(s). Such publications shall be in an accessible format and ensure access for individuals with disabilities.

Post-award, all amendments to the application must be submitted to HUD. HUD will review and approve or disapprove any amendment that is a substantial amendment. Substantial amendments are changes that affect the responses to the rating factors and include but are not limited to: a change in program benefit, beneficiaries, or eligibility criteria; the allocation or re-allocation of more than ten percent of the award; or the addition or deletion of an activity. A grantee may substantially amend the Application if it follows the same public participation requirements in this NOFO for the preparation and submission of an Application and HUD agrees in writing that the amended Application would still score in the fundable range for the competition. Prior to

preparation and submission of any post-award amendment, the grantee is encouraged to work with its HUD representative to ensure the proposed change is consistent with this NOFO, and all applicable regulations and Federal law. For Tribal Applicants that receive a PRICE grant, 24 CFR 1003.305 is waived and modified to the extent necessary to allow Tribal grantees that are PRICE grantees to follow the program amendments process outlined in the NOFO and this section. Amendments to the PRICE Action Plan that do not fall within the definition of a substantial amendment are “non-substantial amendments.” These are discussed in Section VI.E.5. below.

HUD can help determine whether the amendment would constitute a substantial amendment and help ensure the proposed change complies with this NOFO and all applicable requirements. Questions regarding specific program requirements for this NOFO should be directed to the POC listed in this NOFO. As indicated in this PRICE NOFO, if a grantee makes or proposes to make a substantial amendment to its project, HUD reserves the right to amend the grantee’s award and reduce the grant amount or recapture the grant consistent with Section IV.F of this NOFO. Additional information about substantial amendments can be found in Section VI.E.5. below. A grantee is required under this NOFO to show evidence that firmly committed match or leverage resources were actually received and used for their intended purposes through annual reports as the project proceeds. Sources of match or leverage funds may be substituted after grant award if the dollar amount of match or leverage is equal to or greater than the total amount of match or leverage identified as firmly committed in the application submissions to HUD. Substitution of a match or leverage source in the same amount committed in the Application is not a substantial amendment. Section VI.A. describes additional match or leverage reporting requirements in DRGR.

Applicants should note that some planning activities that can be carried out to assist manufactured housing residents and communities may contain unallowable costs pursuant to 2 CFR 200.444. Any activity to carry out the regular responsibilities of the unit of general local government or for building or portions thereof used for the general conduct of government is unallowable. Applicants should plan their approaches accordingly to ensure that PRICE award funds are not used for such costs. However, grantees may use match or leverage funding for such unallowable costs.

2. Timely Expenditure of Funds

This NOFO establishes that a grantee must expend funds in a manner that meets all PRICE program requirements by the end of the period of the performance of the PRICE grant or September 20, 2032, whichever is earlier.

Grantees must comply with 2 CFR 200.305, as may be amended, and therefore may not draw down funds in advance of need.

3. Authority to Grant Waivers

The Appropriations Acts authorizes the Secretary to waive or specify alternative requirements for any statute or regulation that the Secretary administers in connection with the use of PRICE funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment) upon a finding that such waiver or alternative requirement is necessary to facilitate the use of funds authorized to preserve and revitalize manufactured housing and eligible manufactured housing communities. Regulatory waiver authority is also provided by 24 CFR 5.110, 91.600, 570.5, and 1003.6.

4. Overview of Grant Process

The following steps are necessary for applications to be considered and for the expenditure of PRICE funds:

- Applicant conducts public participation in accordance with the requirements of the PRICE NOFO, including one in-person public hearing (which may be a community meeting for non-government applicants) and at least 15 calendar days for public comment ending not less than three calendar days before application submittal to allow the applicant time to consider and incorporate public comments into the application as needed. Applicants must allow for public comments to be submitted in-person, by mail, or electronically. Tribal Applicants may choose to follow the public participation requirements outlined in 24 CFR 1003.604 and follow traditional means of resident involvement and must certify to HUD that the Tribal Applicant complied with the requirements of 1003.604(a) and met public participation requirements prior to applying;
- Applicant responds to public comment and submits its application, including the summary of comments (Attachment H) received during the public comment period and list of commenters by name/organization, and certifications;
- HUD reviews applications in accordance with this NOFO and selects highest scoring Applicants for awards;
- If the application is selected for award, HUD sends an award letter selection letter to awardee outlining next steps before award is effective;
- HUD signs the grant agreement;
- HUD sends signed grant agreement;
- Awardee ensures that the HUD-approved application is posted on its official website;
- Awardee (hereinafter referred to as “grantee”) signs and returns the grant agreement;
- HUD establishes the line of credit for the grantee;
- Grantee requests and receives DRGR system access (if the grantee does not already have it);
- Grantee enters the HUD-approved activities from its application into DRGR (the PRICE Action Plan) and submits it to HUD within the system (funds can be drawn from the line of credit only for activities that are established in DRGR);
- HUD reviews the PRICE Action Plan for consistency with HUD’s approval of the application;
- The Responsible Entity completes applicable environmental review(s) pursuant to 24 CFR part 58 and, as applicable, receives from HUD or the state an approved Request for Release of Funds and certification; or HUD has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the project; and
- The grantee begins to draw down funds from its line of credit.

5. Applicable Rules, Statutes, Waivers, and Alternative Requirements

This section describes requirements imposed by the Appropriations Acts, applicable waivers, and alternative requirements. For each waiver and alternative requirement described in this NOFO, the Secretary has determined that such waiver is necessary to facilitate the use of PRICE funds, good cause exists, and/or the action is not inconsistent with the overall purpose of the HCD Act. The waivers and alternative requirements provide additional flexibility in program design and implementation to preserve and revitalize manufactured housing and eligible manufactured housing communities while meeting the unique requirements of the Appropriations Acts. The

following requirements apply only to the PRICE funds awarded under this NOFO, and not to funds provided under any other component of the CDBG program, such as the annual formula Entitlement or State CDBG programs, Section 108 Loan Guarantee Program, the Neighborhood Stabilization Program, ICDBG, or any award under the Appropriations Acts.

Grantees may request additional waivers and alternative requirements as needed to address specific needs related to their activities (for waiver requests instructions, see Appendix A). Except where noted, waivers and alternative requirements described below apply to all grantees under this NOFO.

Except as described in this NOFO, statutory and regulatory provisions governing the State CDBG program shall apply to any state receiving an award under this PRICE NOFO, statutory and regulatory provisions governing the Entitlement CDBG program shall apply to both entitlement and non-entitlement units of general local government and non-CDBG grantees, and statutory and regulatory provisions governing the ICDBG program shall apply to Tribal Applicants. Applicable statutory provisions can be found at 42 U.S.C. 5301 et seq. Applicable state and Entitlement regulations can be found at 24 CFR part 570. ICDBG regulations can be found at 24 CFR part 1003. Consolidated plan and public participation requirements are found at 24 CFR part 91.

All references in the NOFO and in this section pertaining to timelines and/or deadlines are in terms of calendar days unless otherwise noted. The “date of this NOFO” shall mean the effective date of the PRICE NOFO unless otherwise noted.

a. Grant Administration.

i. *PRICE Action Plan and general requirements.* The requirements for CDBG action plans, located at 42 U.S.C. 5304(a)(1), 42 U.S.C. 5304(m), 42 U.S.C. 5306(d)(2)(C)(iii), 24 CFR 91.220, and 91.320, and requirements for ICDBG applications in 24 CFR part 1003, are waived for funds provided under the PRICE NOFO. Instead, each grantee must submit to HUD an application for PRICE. HUD will monitor the grantee’s activities and use of funds for consistency with its PRICE Action Plan and all other requirements, including performance and timeliness.

(a). *Application-related requirements.* The Application must meet the criteria of the NOFO and must identify the proposed use(s) of the grantee’s award, including criteria for eligibility, and how the uses preserve and revitalize manufactured housing and eligible manufactured housing communities.

(b). *Funds awarded to a state.* For each program or activity that will be carried out by the state, the application as entered into the PRICE Action Plan must describe: (1) the projected use of the PRICE funds, including the entity(ies) administering the program/activity, budget, and geographic area; (2) proposed start and end dates; (3) how the projected use will meet CDBG or ICDBG eligibility criteria and a national objective; and (4) estimated performance outcomes (i.e., a performance measure) as identified in the Section V.A.1 of this NOFO.

If a state chooses to use a method of distribution to allocate funds to local governments, it must describe in its application all criteria used to determine the distribution, including the relative importance of each criterion.

(c). *Funds awarded directly to a local government, non-CDBG grantee, or Tribal Applicant.* The local government, non-CDBG entity’s, or Tribal Applicant’s Application as entered into the PRICE Action Plan, shall describe: (1) the projected use of the PRICE funds, including the entity(ies) administering the program/activity, budget, and

geographic area; (2) proposed start and end dates; (3) how the projected use will meet CDBG and ICDBG eligibility criteria and a national objective; and (4) estimated performance outcomes (i.e., a performance measure) as identified in the Section V.A.1 of this NOFO.

(d). *General grant oversight*

(i). The grantee must maintain adequate capacity of its administering agency(ies) and staffs, and the capacity of any local government or other organization or Partner expected to carry out PRICE projects or activities. The grantee will plan and provide for increasing the capacity of local governments or other organizations, as needed and where capacity deficiencies (e.g., outstanding Office of Inspector General audit findings) have been identified. Grantees are responsible for providing adequate technical assistance to Partners, subrecipients, or subgrantees to ensure the timely, compliant, and effective use of funds. Although local governments or other organizations may carry out programs and projects, each grantee under this NOFO remains legally and financially accountable for the use of all funds and may not delegate or contract to any other party any inherently governmental responsibilities related to management of the funds, such as oversight, policy development, and financial management;

(ii). The grantee will manage program income (e.g., including in agreements whether subrecipients may retain it), and the purpose(s) for which it may be used. Waivers and alternative requirements related to program income can be found in this PRICE NOFO Section VI.E.5.a.

(e). *Obligation and expenditure of funds.* HUD will issue a grant agreement obligating the funds to the grantee. Only the funds described by the grantee in its application and approved by HUD will be obligated. In addition, HUD will establish the line of credit and the grantee will receive DRGR system access (if it does not have access already). The grantee must also enter its approved application activities in the PRICE Action Plan before it may draw funds as described in paragraph A.2, below.

(f). *Each activity must meet the applicable environmental requirements.* After the Responsible Entity completes an environmental review(s) pursuant to 24 CFR part 58, as applicable (and paragraph VI.D.5.a.xix, as applicable), and receives from HUD or the state an approved Request for Release of Funds and certification (as applicable), or HUD has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the project, the grantee may draw down funds from the line of credit for the activity.

(g). *Anticipated outcomes and expenditure plan.* Each grantee must include in its PRICE Action Plan projected expenditures and anticipated outcomes. Additional information on compliance with this requirement is available in Section VI.E.5 of this NOFO.

(h). *PRICE Action Plan Amendments and Submission to HUD.* As the grantee proposes to amend its application, each proposed amendment must be highlighted, or otherwise identified, within the context of the entire application and be submitted to HUD. For substantial amendments, grantees must complete public participation requirements of this NOFO and Section V.A.3. of this section before HUD can approve the Amendment. HUD will only approve a substantial amendment if the new score is still within the competitive range. The beginning of every amendment must include a section that identifies exactly what content is being added, deleted, or changed. This section must also

include a chart or table that clearly illustrates where funds are coming from and where they are moving. The amendment must include a revised budget allocation table that reflects the entirety of all funds, as amended. A grantee's most recent version of its application must be accessible for viewing as a single document at any given point in time, rather than the public or HUD having to view and cross-reference changes among multiple amendments. Every amendment to the application (substantial and nonsubstantial) must be numbered sequentially and posted on the grantee's website. The Department will acknowledge receipt of the proposed amendment via e-mail or letter within 5 business days of receipt. HUD may seek additional information from the grantee to determine whether a proposed amendment is a substantial amendment.

ii. *HUD performance review authorities and grantee reporting requirements in the DRGR System.*

(a). *Performance review authorities.* 42 U.S.C. 5304(e) requires that the Secretary shall, at least on an annual basis, make such reviews and audits as may be necessary or appropriate to determine whether the grantee has carried out its activities in a timely manner, whether the grantee's activities and certifications are carried out in accordance with the requirements and the primary objectives of the HCD Act and other applicable laws, and whether the grantee has the continuing capacity to carry out those activities in a timely manner. This PRICE NOFO waives and provides alternative requirements for the submission of a performance report, pursuant to 24 CFR 91.520. In the alternative, and to ensure consistency between grants awarded under the Appropriations Acts, HUD is requiring that grantees enter information in the DRGR system in sufficient detail to permit the Department's review of grantee performance on an annual basis and to enable remote review of grantee data to allow HUD to assess compliance and risk.

(b). *PRICE Action Plan.* Once an Applicant receives a PRICE award, the grantee's application (or approved components of a grantee's application) will become the basis for its PRICE Action Plan. Each grantee must enter its PRICE Action Plan into DRGR, including performance measures. As more detailed information about uses of funds is identified by the grantee, the grantee must enter this information into the DRGR system at a level of detail that is sufficient to serve as the basis for acceptable performance reports, permits HUD review of compliance requirements, and allows public understanding of progress. The information must also be entered into the DRGR system so that the grantee is able to draw its PRICE funds from the line of credit. To enter an activity into the DRGR system, the grantee must know the activity type, national objective, activity budget, proposed performance outcomes, and the organization that will be responsible for the activity. In addition, a Universal Entity Identifier (UEI) must be entered into the system for any entity carrying out a PRICE funded activity, including the grantee, recipient(s) and subrecipient(s), contractor(s), and developers.

(c). *Tracking oversight activities in the DRGR system; use of DRGR data for HUD review and dissemination.* HUD will use data entered into the DRGR PRICE Action Plan and the APR, transactional data from the DRGR system, and other information provided by the grantee to provide reports to Congress and the public, as well as to (1) monitor for anomalies or performance problems; (2) reconcile budgets, obligations, funding draws, and expenditures; (3) calculate expenditures to determine compliance with program caps and the overall percentage of funds that benefit low- and moderate-income persons; and

(4) analyze the risk of grantee programs to determine priorities for the Department's monitoring.

(d). *Tracking program income in the DRGR system.* Grantees must use the DRGR system to draw grant funds for each activity. Grantees must also use the DRGR system to track program income receipts, disbursements, and revolving loan funds. If a grantee permits local governments or subrecipients to retain program income, the grantee must establish program income accounts in the DRGR system. The DRGR system requires grantees to use program income before drawing additional grant funds and ensures that program income retained by one organization will not affect grant draw requests for other organizations.

(e). *DRGR System Annual Performance Report (APR).* Each grantee must submit an APR through the DRGR system no later than 30 days following the end of the fiscal year. Tribal Applicants must submit an APR through DRGR no later than 45 days following the end of the fiscal year. Within three days of submission to HUD, each APR must be posted on the grantee's official website. HUD will also post the reports via the DRGR Public website. The grantee's first APR is due no later than 30 days (45 days in the case of Tribal Applicants) following the end of the federal fiscal year in which the grant award is made. For example, a grant award made in April requires an APR to be submitted by October 30. APRs must be submitted on an annual basis until the grant program is completed and meets the criteria for closeout. During the grant closeout process, a final APR may be required by HUD to ensure complete reporting (see Notice CPD-22-14: Closeout Instructions for CDBG Programs Grants).

Each APR will include information about the uses of funds in activities identified in the DRGR system PRICE Action Plan during the applicable year. This includes, but is not limited to, the: project name, activity, location, and national objective; funds budgeted, obligated, drawn down, and expended; the funding source and total amount of any non-CDBG funds to be expended on each activity; beginning and actual completion dates of completed activities; achieved performance outcomes, such as number of housing units complete or number of low-and moderate-income persons benefiting; and the race and ethnicity of persons assisted under direct-benefit activities. The DRGR system will automatically display the amount of program income receipted, the amount of program income reported as disbursed, and the amount of grant funds disbursed. In addition, match or leverage funds shall be identified for each activity, as applicable, in the DRGR system, and use of match or leverage funds committed in the grantee's PRICE Action Plan shall be included in the grantee's APR.

iii. *Public participation waiver and alternative requirement.* To permit a more streamlined process and ensure PRICE grants are awarded in a timely manner, provisions of 42 U.S.C. 5304(a)(2) and (3), 24 CFR 570.486, 91.105(b) and (c), and 91.115(b) and (c), with respect to public participation requirements, are waived and replaced by the requirements below.

Note that the public participation process is distinct from stakeholder engagement scoring in this NOFO or any applicable consultation requirements. The streamlined requirements mandate at least one in-person public hearing (which may take the form of community meetings held by a non-government applicant provided that community meeting fulfills the same requirements applicable to public hearings) for the application and for each substantial amendment and require providing a reasonable notice (at least 15 calendar days) and opportunity for public comment and ongoing public access to information about the use of grant funds. The public hearings or

community meetings must be held in-person, at times and locations convenient to potential beneficiaries, and with accommodation for persons with disabilities. This can be a hybrid hearing or meeting that allows for both in-person and virtual attendance, by using an online platform that facilitates public access to all questions and responses. Applicants must allow for public comments to be submitted in-person, by mail, or electronically. The streamlined public participation requirements for the PRICE program are:

(a). *Publication of the PRICE application and Action Plan:* Before the Applicant submits the Application submissions for this NOFO, or a substantial amendment to the PRICE Action Plan, the Applicant must publish the PRICE application or Action Plan amendment for public comment. The published application must include the table of contents, all narrative exhibits, and the attachments (with the exception of Attachment F, Match or leverage documentation, Attachment G, Certifications and Standard forms, and Attachment H, Summary of comments received on published Application and list of commenters by name/organization, which would not be available prior to the public comment period).

To expedite the process and to ensure that the PRICE grants are awarded in a timely manner, while preserving reasonable community and public participation, HUD is requiring a minimum time for public comments of 15 calendar days. Application materials relating to proposed uses of funds must be posted on the applicant's official website. Funded applicants will be required to provide the website address of the proposed and final plans to HUD for posting to HUD's program website. Applicants are cautioned that, despite the competition process, they are still responsible for ensuring that all members of their community have equal access to information about the programs, and applicants are required to accept public comments in-person, by mail, and electronically.

The manner of publication must include prominent posting on the Applicant's official website(s) and must afford citizens, affected governments, and other interested parties a reasonable opportunity to examine the plan or amendment's contents. The official website should be accessible to all citizens and the topic of PRICE must be navigable by users from the Applicant's homepage. Applicants are required to hold at least one public hearing or community meeting to solicit public comments on the application submission and one hearing or community meeting before finalizing each substantial amendment submission.

Applicants are also encouraged to notify affected citizens through electronic mailings, press releases, statements by public officials, media advertisements, public service announcements, and/or contacts with organizations located in or serving the target area or neighborhood.

Applicants are responsible for ensuring that all citizens have equal and meaningful access to information about the programs, including persons with disabilities and persons with limited English proficiency (LEP), pursuant to Title VI of the Civil Rights Act of 1964. Each Applicant must ensure that program information is available in the appropriate languages for the geographic area served by the jurisdiction to ensure meaningful access with LEP individuals and is provided in an appropriate format to ensure effective communication with persons with disabilities.

For assistance in ensuring that this information is available to LEP populations, recipients should consult the Final Guidance to Federal Financial Assistance Recipients Regarding

Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons published on January 22, 2007, in the Federal Register (72 FR 2732). Subsequent to publication of any Application submission, the Applicant must provide a reasonable time frame and method(s) (including electronic submission) for receiving comments on the submission. A summary by topic of all comments or views received on the Application or substantial amendment to the PRICE Action Plan, a list of commenters by name or organization, and a summary of any comments or views not accepted and the reasons why must be submitted to HUD along with the submission. Such a summary submitted with the application submission will not count against the application page limits specified in this NOFO.

Substantial amendments are changes that affect the responses to the rating factors and include but are not limited to a change in program benefit, beneficiaries, or eligibility criteria; the allocation or re-allocation of more than ten percent of the award; or the addition or deletion of an activity. Subsequent to award, a grantee may substantially amend the Application if it follows the same public participation requirements in this NOFO for the preparation and submission of an application, and HUD agrees in writing that the amended Application would still score in the fundable range for the competition.

(b). *Non-substantial amendment.* The grantee is not required to undertake public comment when it makes any plan amendment that is not substantial; however, like substantial amendments, non-substantial amendments require HUD acceptance in the DRGR system prior to taking effect. The grantee must impose an effective date no less than five days after submission to HUD.

(c). *Physical Accessibility.* Note that all meetings must be held in facilities that are physically accessible to persons with disabilities. Where physical accessibility is not achievable, Applicants and Partners must give priority to alternative methods of product or information delivery that are accessible to and usable by individuals with disabilities and offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate in accordance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and HUD's implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12134) and the implementing regulations at 28 CFR part 35, and all other applicable laws and regulations. In addition, all notices of and communications during all training sessions and public meetings shall be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities and reasonable accommodation for persons with disabilities must be provided consistent with Section 504 of the Rehabilitation Act of 1973 and HUD's Section 504 regulations. See 24 CFR Section 8.6.

(d). *Post-award requirements.* A CDBG grantee must update its public participation plan to reflect the requirements of the NOFO and this section applicable to PRICE grants. The purpose of this plan is to inform citizens of the citizen complaint process and the grantee's response policy, the methods through which the public can learn about the grant and activity status, and the process the grantee will use to amend the PRICE Action Plan. The plan must satisfy the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

(i). *Website.* The PRICE application and grant award information must be navigable from the grantee (or relevant agency) homepage. Grantees are also encouraged to notify affected citizens through electronic mailings, press releases, statements by

public officials, media advertisements, public service announcements, and/or contacts with neighborhood organizations.

(ii). Availability and accessibility of the Application. The grantee must make the Application, any amendments, and all performance reports available to the public on its website(s) and on request. In addition, the grantee must make these documents available in formats accessible to persons with disabilities and persons who are LEP. During the term of the grant, the grantee will provide citizens, affected local governments, and other interested parties with reasonable and timely access to information and records relating to the Application and to the grantee's use of grant funds.

(iii). Citizen complaints. The grantee will provide a timely written response to every citizen's complaint. The grantee will provide a response within 15 working days of the receipt of the complaint, where practicable.

(e). *Tribal Applicants and Public Participation*. Tribal Applicants have the option of following the streamlined public participation requirements outlined in this paragraph or following the public participation requirements outlined in the ICDBG regulations at 24 CFR 1003.604.

iv. *Direct grant administration and means of carrying out eligible activities*.

(a). *Requirements applicable to state grantees*. Requirements at 42 U.S.C. 5306 are waived, to the extent necessary, to allow a state to directly carry out PRICE activities eligible under this NOFO, rather than distribute all funds to local governments. Pursuant to this waiver, the standard at Section 570.480(c) and the provisions at 42 U.S.C. 5304(e)(2) will also include activities that the state carries out directly. In addition, activities eligible under this NOFO may be carried out, subject to state law, by the state through its employees, through procurement contracts, or through assistance provided under agreements with subrecipients or recipients in all geographic areas within its jurisdiction, including entitlement areas and tribal areas, so long as the state is consistent with its PRICE Action Plan, including description of capacity and commitments to work with partners. Notwithstanding this waiver, state grantees continue to be responsible for civil rights, labor standards, and environmental protection requirements contained in the HCD Act and 24 CFR part 570, as well as ensuring such compliance by subgrantees.

(b). *Requirements for all grantees – direct administration and assistance to neighborhood organizations described in 42 U.S.C 5305(a)(15) of the HCD Act*. Activities made eligible at 42 U.S.C. 5305(a)(15) may only be undertaken by the eligible entities described in that section, whether the assistance is provided to such an entity from the state or from a local government.

v. *New construction*. HUD is waiving 42 U.S.C. 5305(a), 24 CFR 570.207(b)(3), and 24 CFR 1003.207(b)(3) and adopting alternative requirements to the extent necessary to permit new construction of housing subject to the same requirements that apply to rehabilitation activities under the provisions at Section 105(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. 5305(a)(4)) and 24 CFR 570.202(b) and 24 CFR 1003.202(b).

vi. *Requirement for consultation during plan preparation*. Currently, the HCDA and regulations require states to consult with affected units of local government in non-entitlement areas of the state in determining the state's proposed method of distribution. HUD is waiving 42 U.S.C. 5306(d)(2)(C)(iv), 42 U.S.C. 5306(d)(2)(D), 24 CFR 91.325(b), and 91.110, to the extent necessary to comply with the consultation requirements in the NOFO.

vii. *Use of the “upper quartile” or “exception criteria” for low- and moderate-income area benefit activities.* Per the requirements at 42 U.S.C. 5305(c)(2)(A), certain communities are allowed to use a percentage less than 51 percent to qualify activities under the low- and moderate-income area benefit category. This exception is referred to as the “exception criteria” or the “upper quartile.” For entitlement communities that meet the regulatory exception criteria, the community may apply the criteria if it receives funds from a state PRICE grantee and the state grantee permits the use.

viii. *Use of “uncapped” income limits.* The Quality Housing and Work Responsibility Act of 1998 (Title V of Public Law 105-276) enacted a provision that directed the Department to grant exceptions to at least 10 jurisdictions that are currently “capped” under HUD’s low and moderate-income limits. Under this exception, a number of CDBG entitlement grantees may use “uncapped” income limits that reflect 80 percent of the actual median income for the area. Each year, HUD publishes guidance on its website identifying which grantees may use uncapped limits. The uncapped limits apply to activities funded pursuant to this PRICE NOFO in jurisdictions covered by the uncapped limits.

ix. *Grant administration responsibilities and general administration cap.*

(a). *Grantee responsibilities.* Per the Appropriations Acts, each grantee shall administer its award in compliance with all applicable laws and regulations. Each grantee shall be financially accountable for the use of all funds provided in this PRICE NOFO and may contract for administrative support, but grantees may not delegate or contract to any other party any inherently governmental responsibilities related to management of the funds, such as oversight, policy approval or adoption, and financial management.

(b). *General administration cap.* HUD is waiving caps for general administration, planning, and technical assistance that generally apply to CDBG and ICDBG grantees and applying alternative requirements. HUD reminds grantees that these waivers and alternative requirements do not relieve grantees from expending funds for such activities as they identified in their applications.

(i). *For state CDBG grantees under this PRICE NOFO,* the provisions of 42 U.S.C. 5306(d) and 24 CFR 570.489(a)(1)(i), (ii), and (iii), and (3)(ii) and (iii) will not apply to the extent that they cap administrative and technical assistance costs at three percent of an award, limit a state’s ability to charge a nominal application fee for grant applications for activities the state carries out directly, and require a dollar-for-dollar match of state funds for administrative costs exceeding \$100,000. 42 U.S.C. 5306(d)(5) and (6) are waived and replaced with the alternative requirement that grantees may use up to ten percent of the award for general administrative costs and technical assistance.

(ii). *For Entitlement CDBG grantees, other local governments, and non-governmental entities under this PRICE NOFO,* the provisions of 24 CFR 570.200(g)(1) and (2) and 570.509(a)(5) will not apply to the extent that they place a limit of planning and administrative costs of no greater than 20 percent of the PRICE grant and are replaced with the alternative requirement that grantees may use up to ten percent of the award for planning and general administrative costs and technical assistance.

(iii). *For Tribal Applicants,* the provisions of 24 CFR 1003.206 will apply, and Tribal Applicants may use up to 20 percent of the award for planning, general administrative costs and technical assistance.

x. *Planning-only activities – applicable to state grantees only.* The annual State CDBG program requires that local government grant recipients for planning-only grants must document that the use of funds meets a national objective. In the State CDBG program, these planning grants are typically used for individual project plans. By contrast, planning activities carried out by entitlement communities are more likely to include non-project specific plans such as functional land-use plans, master plans, historic preservation plans, comprehensive plans, fair housing planning, community recovery plans, development of housing codes, zoning ordinances, and neighborhood plans. These plans may guide long-term community development efforts comprising multiple activities funded by multiple sources. In the entitlement program, these general planning activities are presumed to meet a national objective under the requirements at 24 CFR 570.208(d)(4). Therefore, for state grantees receiving an award under this PRICE NOFO, the Department is removing the eligibility requirements at 24 CFR 570.483(b)(5) or (c)(3). Instead, states must comply with 570.208(d)(4) when directly administering planning activities in accordance with the Appropriations Acts. In addition, the types of planning activities that states may fund or administer are expanded to be consistent with those of entitlement communities identified at 24 CFR 570.205.

xi. *Waiver and alternative requirement for distribution to CDBG metropolitan cities and urban counties – applicable to state grantees only.* Section 5302(a)(7) of title 42, U.S.C. (definition of “nonentitlement area”) and provisions of 24 CFR part 570 that would prohibit or restrict a state from distributing CDBG funds to entitlement communities and Indian tribes under the CDBG program, are waived, including 24 CFR 570.480(a) and 570.486(c). Instead, the state may distribute funds to local governments, including entitlement communities, and Indian tribes.

xii. *Waiver and alternative requirement for activities located in entitlement jurisdictions – applicable to state grantees only.* Pursuant to 24 CFR part 570.486(c), any activity carried out in entitlement jurisdictions must significantly benefit residents of the non-entitlement UGLG carrying out the activity, and the state must determine that activity is meeting its needs in accordance with 42 U.S.C. 5306(d)(2)(D). The provisions of 24 CFR 570.486(c) are waived to the extent necessary to allow states, either directly or through units of general local government, to use funds for activities located in entitlement areas without contribution from the entitlement jurisdiction, consistent with the waiver and alternative requirements in this section. HUD is granting this waiver to facilitate and expedite the use of PRICE funds.

xiii. *Use of subrecipients—applicable to state grantees only.* The State CDBG regulations do not make specific provision for the treatment of entities that the CDBG Entitlement regulations define as “subrecipients.” The waiver allowing the state to directly carry out activities creates a situation in which the state may use subrecipients to carry out activities in a manner similar to an entitlement community. Therefore, for states taking advantage of the waiver to carry out activities directly, the requirements at 24 CFR 570.502, 570.503, and 570.500(c) apply, except the requirements that specific references to 24 CFR part 200 must be included in subrecipient agreements. Pursuant to 24 CFR 570.489(n) and 570.502, state grantees must ensure that their costs and those of its state recipients and subrecipients are in conformance with 2 CFR 200 subpart E, as may be amended and incorporated in HUD regulations, whether carrying out activities directly or through the use of a subrecipient.

xiv. *Recordkeeping*

(a). *State grantees.* When a state carries out activities directly, the requirements at 24 CFR 570.490(b) is waived and the following alternative provision shall apply: the state shall establish and maintain such records as may be necessary to facilitate review and

audit by HUD of the state's administration of PRICE funds under 24 CFR 570.493. Consistent with applicable statutes, regulations, waivers and alternative requirements, and other Federal requirements, the content of records maintained by the state shall be sufficient to: enable HUD to make the applicable determinations described at 24 CFR 570.493; make compliance determinations for activities carried out directly by the state; verify compliance with requirements of this NOFO and any other Notice governing the use of PRICE grants; and show how activities funded are consistent with the descriptions of activities proposed for funding in the PRICE Action Plan and DRGR system. For fair housing and equal opportunity purposes, and as applicable, such records shall include data on the racial, ethnic, and gender characteristics of persons who are Applicants for, participants in, or beneficiaries of the program.

(b). *Local government grantees.* Non-state grantees are subject to the recordkeeping requirements of 24 CFR 570.506.

(c). *Tribal Applicants.* Tribal Applicants are subject to the recordkeeping requirements of 24 CFR 1003.505.

xv. *Change of use of real property— applicable to state grantees only.* This waiver confirms the change of use of real property requirement for states carrying out activities directly. For purposes of this program, all references to “unit of general local government” in 24 CFR 570.489(j), shall be read as “unit of general local government or State.”

xvi. *Responsibility for review and handling of noncompliance – applicable to state grantees only.* This change is in conformance with the waiver allowing the state to carry out activities directly. 24 CFR 570.492 is waived, and the following alternative requirement applies for any State receiving a direct award under this PRICE NOFO: the state shall make reviews and audits, including onsite reviews of any subrecipients, designated public agencies, and local governments, as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2), as amended, and as modified by this PRICE NOFO. In the case of noncompliance with these requirements, the state shall take such actions as may be appropriate to prevent a continuance of the deficiency, mitigate any adverse effects or consequences, and prevent a recurrence. The state shall establish remedies for noncompliance by any designated subrecipients, public agencies, or local governments.

xvii. *Program income alternative requirement.* The Department is waiving applicable program income rules at 42 U.S.C. 5304(j), 24 CFR 570.500(a) and (b), 570.504, and 570.489(e) to the extent necessary to provide additional flexibility as described under this PRICE NOFO. The alternative requirements provide guidance regarding the use of program income received before and after grant closeout and address revolving loan funds.

(a). *Definition of program income.*

For the purposes of this subpart, “program income” is defined as gross income generated from the use of PRICE funds and received by a state, local government, tribe, or other recipient of PRICE funds, or a subrecipient of a state, local government, tribe, or other recipient of PRICE funds, unless excluded from the definition as described in paragraph 17.a. ii. and paragraph 17.d. below. When income is generated by an activity that is only partially assisted with PRICE funds, the program income to the PRICE grant shall be prorated to reflect the percentage of PRICE funds used (e.g., a single loan supported by PRICE funds and other funds; a single parcel of land purchased with PRICE funds and other funds).

Program income includes, but is not limited to, the following:

- (i). Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PRICE funds;
- (ii). Proceeds from the disposition of equipment purchased with PRICE funds;
- (iii). Gross income from the use or rental of real or personal property acquired with PRICE funds by a state, local government, tribe, or other recipient of PRICE funds, or subrecipient of a state, local government, tribe or other recipient of PRICE funds, less costs incidental to generation of the income (i.e., net income);
- (iv). Net income from the use or rental of real property owned by a state, local government, or tribe or subrecipient of a state, local government, or tribe, that was constructed or improved with PRICE funds;
- (v). Payments of principal and interest on loans made using PRICE funds;
- (vi). Proceeds from the sale of loans made with PRICE funds;
- (vii). Proceeds from the sale of obligations secured by loans made with PRICE funds;
- (viii). Interest earned on program income pending disposition of the income, but excluding interest earned on funds held in a revolving fund account; funds collected through special assessments made against properties owned and occupied by households not of low- and moderate-income, where the special assessments are used to recover all or part of the PRICE portion of a public improvement; and
- (ix). Gross income paid to a state, local government, tribe, or other recipient of PRICE funds, or paid to a subrecipient thereof from the ownership interest in a for-profit entity in which the income is in return for the provision of PRICE assistance.

“Program income” does not include the following:

- (i) The total amount of funds which is less than \$25,000 received in a single year and retained by a state, local government, tribe, or retained by a subrecipient thereof;
 - (ii) Amounts generated by activities both eligible and carried out by an entity under the authority of Section 105(a)(15) of the HCD Act, which shall be considered to further extend to non-profit entities whose primary mission is the preservation and revitalization of MHCs;
- (b). *Retention of program income.* Per 24 CFR 570.504(c), a local government receiving a direct award under this PRICE NOFO may permit a subrecipient to retain program income. Furthermore, pass-through entities, including state grantees as applicable, may permit a local government, tribe, or subrecipient, which receives or will receive program income, to retain the program income, but are not required to do so.
- (c). *Program income – use, closeout, and transfer.*
- (i) Program income received (and retained, if applicable) before or after closeout of the grant that generated the program income, and used to continue activities, is treated as additional PRICE grant funds subject to the requirements of this PRICE NOFO and must be used in accordance with the grantee’s PRICE Action Plan. To the maximum extent feasible, program income shall be used or distributed before additional withdrawals from the

U.S. Treasury are made, except as provided in subparagraph d of this paragraph.

(ii) In addition to the regulations dealing with program income found at 24 CFR 570.489(e) and 570.504, except as modified by this section, the following rules apply: A grantee may transfer program income before closeout of the PRICE grant that generated the program income to its annual CDBG program. In addition, a state grantee may transfer program income before closeout to any annual CDBG-funded activities carried out by a local government or Indian tribe within the state, including a local government that is an Entitlement CDBG grantee if that Entitlement grantee received PRICE funding from the state or from HUD.

Program income received by a grantee, or received and retained by a subgrantee, after closeout of the grant that generated the program income, may also be transferred to a grantee's annual CDBG award. In all cases, any program income received, and not used to continue PRICE activities, will not be subject to the waivers and alternative requirements of this PRICE NOFO. Rather, those funds will be subject to the grantee's formula CDBG program rules.

(d). *Revolving loan funds.* Any grantee may establish revolving funds to carry out specific, identified activities. A revolving fund, for this purpose, is a separate fund (with a set of accounts that are independent of other program accounts) established to carry out specific activities. These activities generate payments, which will be used to support similar activities going forward. These payments to the revolving fund are program income and must be substantially disbursed from the revolving fund before additional grant funds are drawn from the U.S. Treasury for payments which could be funded from the revolving fund. Such program income is not required to be disbursed for non-revolving fund activities.

State grantees may also establish a revolving fund to distribute funds to local governments or tribes to carry out specific, identified activities. The same requirements, outlined above, apply to this type of revolving loan fund. Last, note that no revolving fund, established per this PRICE NOFO, shall be directly funded, or capitalized with an advance of PRICE grant funds.

xviii. *Reimbursement of expenses.* The provisions of 24 CFR 570.489(b) are applied to permit a state to reimburse itself for otherwise allowable application-related costs incurred by itself or its subrecipients on or after the date of publication of the NOFO. An entitlement grantee is subject to the provisions of 24 CFR 570.200(h) but may reimburse itself or its subrecipients for otherwise allowable costs incurred on or after the publication date of this NOFO. 24 CFR 570.200(h)(1)(i) will not apply to the extent that it requires pre-agreement activities to be included in a consolidated plan. The Department expects all grantees to include all pre-agreement activities in their applications. The provisions at 24 CFR 570.200(h) and 570.489(b) apply to grantees reimbursing costs incurred by themselves or its recipients or subrecipients prior to the execution of a grant agreement with HUD.

xix. *Environmental requirements.*

(a). Clarifying note on the process for environmental release of funds when a state carries out activities directly. In the CDBG program, a state distributes CDBG funds to local governments and takes on HUD's role in receiving environmental certifications from the

grant recipients and approving releases of funds. For state grantees under this PRICE NOFO, HUD allows the state to carry out activities directly, in addition to distributing funds to subrecipients and/or subgrantees. Thus, per 24 CFR 58.4, when a state carries out activities directly, the state must submit the certification and request for release of funds to HUD for approval.

(b). Historic preservation reviews. To facilitate expedited historic preservation reviews under Section 106 of the of the National Historic Preservation Act of 1966 (16 U.S.C. 470f), HUD strongly encourages grantees to allocate general administration funds to support the capacity of the State Historic Preservation Officer (SHPO)/Tribal Historic Preservation Officer (THPO) to review PRICE projects. Specifically, and when appropriate, funding might provide dedicated staffing within a SHPO/THPO office to review Section 106 submissions by the agency and make recommendations to SHPO staff on responding to them.

xx. *Procurement.*

(a). State grantees. Per 24 CFR 570.489(d), a state must have fiscal and administrative requirements for expending and accounting for all funds. Furthermore, per 570.489(g), a state shall establish requirements for procurement policies and procedures for local governments based on full and open competition. All local governments receiving funds from a state through a method of distribution (also called state recipients, subgrantees, or local governments) are subject to the procurement policies and procedures required by the state.

A state may meet the above requirements by electing to follow 2 CFR part 200, as may be amended. If a state has adopted part 200 in full, it must follow the same policies and procedures it uses when procuring property and services with its non-Federal funds. However, the state must ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations per 2 CFR 200.317.

(b). Direct grants to local governments. Local governments receiving a direct grant from HUD will be subject to the procurement requirements of 2 CFR 200.318 through 200.327, as may be amended.

xxi. *Public website.* A grantee shall maintain a public website that is accessible, and which provides information accounting for how all grant funds are used and managed/administered, including details of all contracts and ongoing procurement policies. To meet this requirement, each grantee must make the PRICE Action Plan (including all amendments) and each APR (as created using the DRGR system) available on its website(s).

xxii. *Timely distribution of funds.* The provisions at 24 CFR 570.494 and 24 CFR 570.902 regarding timely distribution of funds are waived under this NOFO. HUD expects each grantee to expeditiously obligate and expend all funds, including any recaptured funds or program income, and to carry out activities in a timely manner.

To track grantees' progress, HUD will evaluate timeliness in relation to each grantee's established expenditure plan. The Department will, absent substantial evidence to the contrary, deem a grantee to be carrying out its programs and activities in a timely manner if the schedule for carrying out its activities is substantially met. In determining the appropriate corrective action pursuant to this section, HUD will consider the extent to which unexpended funds have been obligated by the grantee and its subrecipients for specific activities at the time the finding is made and other relevant information.

xxiii. *Review of continuing capacity to carry out CDBG-funded activities in a timely manner.* If HUD determines at any time that the grantee has not carried out its PRICE activities and certifications in accordance with the requirements and criteria described in this NOFO, HUD will undertake a further review to determine whether the grantee has the continuing capacity to carry out its activities in a timely manner. In making the determination, the Department will consider the following alternative requirements to provisions under 42 U.S.C. 5304(e): the nature and extent of the grantee's performance deficiencies, types of corrective actions the grantee has undertaken, and the success or likely success of such actions.

xxiv. *Corrective and remedial actions.* To ensure compliance with the requirements of the Appropriations Acts and to effectively administer the PRICE program, HUD is waiving 42 U.S.C. 5304(e) of the HCD Act to the extent necessary to impose the following alternative requirement: HUD may undertake corrective and remedial actions for states in accordance with the authorities applicable to entitlement grantees in subpart O (including corrective and remedial actions in 24 CFR 570.910, 570.911, and 570.913) or under subpart I of the CDBG regulations at 24 CFR part 570. Before determining appropriate corrective actions, HUD will notify the grantee of the procedures applicable to its review. As in the annual CDBG program, in accordance with 24 CFR 570.300, the policies and procedures set forth in subpart O will apply to local governments receiving direct grants from HUD.

xxv. *Reduction, withdrawal, or adjustment of a grant or other appropriate action.* Prior to a reduction, withdrawal, or adjustment of a grant or other appropriate action taken pursuant to this section, the recipient shall be notified of such proposed action and given an opportunity within a prescribed time period for an informal consultation. Consistent with the procedures described in this PRICE NOFO, the Secretary may adjust, reduce, or withdraw the grant or take other actions as appropriate, except that funds already expended on eligible approved activities shall not be recaptured.

xxvi. *Use of CDBG as Match.* As provided by the HCD Act, PRICE funds may be used as a matching requirement, share, or contribution for any other Federal program when used to carry out an eligible PRICE activity.

xxvii. *Affordability Restrictions.* HUD is instituting an alternative requirement that all housing units receiving PRICE assistance be maintained as affordable for a set period. In its PRICE Action Plan, a grantee must define "affordable rents" and the affordability standards and enforcement mechanisms that will apply to affordable rental housing. The minimum affordability standards acceptable for compliance are the HOME Investment Partnerships Program (HOME) requirements at 24 CFR 92.252(a), (e), and (f) (rental housing) and 24 CFR 92.254(a)(1)-(4) (homeownership). HOME Investment Partnerships Program (HOME) requirements at 24 CFR 92.252 (e) and (f) (rental housing) will apply to Homesite Renters, who will pay no more than 30 percent of gross income on housing costs, including site rental and utilities. If a grantee applies other standards, the standards must meet or exceed rent limitations and the periods of affordability in the applicable HOME requirements. Tribal Applicants may follow the same affordability standards as set out in the relevant Indian tribe's latest Indian Housing Plan under the Indian Housing Block Grant program. HUD requires any affordability standards to be enforceable and imposed by recorded use restrictions, covenants, deed restrictions, or other mechanisms to ensure that the rental housing remains affordable for the required period of time.

xxviii. *Demolition.* Where demolition is part of a PRICE-funded activity, compliance with the HCDA Section 104(d) (42 U.S.C. 5304(d)) is required. Demolition may include the removal and disposal of manufactured housing units, as well as pre-1976 mobile homes, trailers, and

recreational vehicles serving as permanent residences. This includes requirements pertaining to displaced lower income tenants and 1-for-1 replacement of lower income dwelling units.

b. Certifications and Collection of Information.

i. *Certifications waiver and alternative requirement.* Sections 91.325 and 91.225 of title 24 of the Code of Federal Regulations are waived. Applicants for an award under this PRICE NOFO must make the applicable certifications required by Appendix B and submit the certifications with its application.

ii. *Information collection approval note.* OMB has granted emergency approval in lieu of an overly abbreviated comment period. A 60-day notice is forthcoming shortly.

Comments on the 60-day notice should be directed to [regulations.gov](https://www.regulations.gov). The information collection requirements contained in this document were approved by the OMB under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB Control Number [Paperwork Reduction Act Number 2506-0221]. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number. The public reporting burden for the collection of information is estimated to average 35.59 hours for applications per annum per respondent for the application and grant administration. This includes the time for collecting, reviewing, and reporting the data for the application, quarterly reports, and final reports. The information will be used for grantee selection and monitoring the administration of funds. Response to this request for information is required to receive the benefits to be derived.

6. Duration of Funding

The Consolidated Appropriations Act, 2023 (Public Law 117-328, approved December 29, 2022) requires that HUD obligate all funds on or before September 30, 2027. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024) requires that HUD obligate all funds on or before September 30, 2028. This NOFO establishes that a grantee must expend funds in a manner that meets all PRICE program requirements by the end of the period of the performance of the PRICE grant or September 20, 2032, whichever is earlier.

7. Catalog of Federal Domestic Assistance

The primary Catalog of Federal Domestic Assistance (CFDA) number for the grants under this NOFO is 14.024. Additional supporting CFDA's are: 14.218; 14.228.

VII. AGENCY CONTACT(S)

HUD staff will be available to provide clarification on the content of this NOFO. Questions regarding specific program requirements for this NOFO should be directed to the POC listed below.

Name:
Robert Peterson

Phone:
202-708-3587

Email:
PRICE@hud.gov

Individuals who are deaf or hard of hearing, or who have speech and other communication disabilities may use a relay service to reach the agency contact. To learn more about how to

make an accessible telephone call, visit the webpage for the [Federal Communications Commission](#). Note that HUD staff cannot assist applicants in preparing their applications.

VIII. OTHER INFORMATION

1. Compliance of this NOFO with the National Environmental Policy Act (NEPA)

A Finding of No Significant Impact (FONSI) with respect to the environment has been made for this NOFO in accordance with HUD regulations at 24 CFR part 50, which implement section 102(2)(C) of the National Environmental Policy Act of 1969 (42 U.S.C. 4332(2)(C)). The FONSI is available for inspection at HUD's Funding Opportunities web page.

2. Web Resources.

- [Affirmatively Furthering Fair Housing](#)
- [Assistance Listing \(formerly CFDA\)](#)
- [Climate Action Plan](#)
- [Climate and Economic Justice Screening Tool \(CEJST\)](#)
- [Code of Conduct Requirements and E-Library](#)
- [Environmental Review](#)
- [Equal Participation of Faith-Based Organizations](#)
- [Fair Housing Rights and Obligations](#)
- [Federal Awardee Performance and Integrity Information System](#)
- [Federal Funding Accountability and Transparency Act \(FFATA\) Subaward Reporting System](#)
- [Grants.gov](#)
- [Healthy Homes Strategic Plan](#)
- [Healthy Housing Reference Manual](#)
- [Historically Black Colleges and Universities \(HBCUs\)](#)
- [HUD's Strategic Plan](#)
- [HUD Grants](#)
- [HUD Reform Act](#)
- [HUD Reform Act: HUD Implementing Regulations](#)
- [Limited English Proficiency \(LEP\)](#)
- [NOFO Webcasts](#)
- [Procurement of Recovered Materials](#)
- [Promise Zones](#)
- [Section 3 Business Registry](#)
- [State Point of Contact List](#)
- [System for Award Management \(SAM\)](#)
- [Real Estate Acquisition and Relocation](#)
- [Unique Entity Identifier](#)
- [USA Spending](#)

3. Program Relevant Web Resources

- [Climate and Economic Justice Screening Tool](#)
- [FEMA Community Disaster Resilience Zone Platform Tool](#)
- [FEMA HAZUS Program](#)
- [FEMA National Risk Index](#)
- [FEMA Recovery and Resilience Resource Library](#)
- [FEMA Resilience Analysis and Planning Tool](#)
- [HUD Community Resilience Toolkit](#)

APPENDIX

Appendix A: Waiver Requests

Introduction

This Appendix provides instructions for seeking waivers of the program requirements applicable to funds under Public Laws 117-328 and 118-42, and described in the Notice of Funding Opportunity (NOFO) for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (PRICE) competition.

Waiver requests necessary to carry out an activity described in an application must be submitted with that application. When submitting an application, applicants should submit requests for any waivers anticipated to be necessary at the time of submission for any activity referenced in the application. However, HUD understands that actions needed to preserve and revitalize manufactured housing and eligible manufactured housing communities can be addressed through more than one CDBG eligible activity. Changes to a project’s funding structure or design may require a change in the proposed CDBG-eligible activity or a modification to a waiver or alternative requirement previously requested. Therefore, applicants may submit waiver requests, and if necessary, requests to modify previous waiver requests.

HUD may, during review of an application or during the post-review negotiation process, determine that the Applicant would require an additional waiver for the proposed project, or find that additional information is needed to decide regarding a submitted waiver request. In these cases, HUD may contact any Applicant at any time prior to award announcement to explain the issue and request that the Applicant submit a waiver request for consideration or additional information to support a previous request.

Waiver and Alternative Requirement Categories

Public Laws 117-328 and 118-42 authorize the Secretary of HUD to “waive or specify alternative requirements for any provision of any statute or regulation that the Secretary administers in connection with the use of [PRICE funds] (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment), upon a finding that such waiver or alternative requirement is necessary to facilitate the use” of PRICE funds.

Grantees are cautioned that all waiver requests may not be approved, and that HUD may impose additional alternative requirements when granting a waiver. Additional instructions for submitting waivers are included below. Waivers requests shall be submitted to HUD at the following e-mail address: PRICE@hud.gov, with Waiver Request on the subject line of the email.

Eligibility and Administrative Waivers

All applicants must demonstrate that PRICE funds will be used for a CDBG-eligible activity (for states, the activities described at 42 U.S.C. § 5305(a); for entitlement CDBG grantees, non-states, and non-Tribal Applicants, the activities described in 24 CFR part 570, subpart C), for Tribal Applicants, the activities described in 42 U.S.C. § 5305(a), or an activity eligible under a waiver and alternative requirement. When necessary to facilitate the use of the funds, the Secretary may grant waivers to add a new eligible activity or to modify existing eligible activities. Waivers to add new eligible activities are rare, generally because the list of existing eligible activities is extensive and able to accommodate the purposes of the PRICE funds.

Grantees may also request a waiver of other regulations that the Secretary administers in connection with the obligation by the Secretary or the use by the recipient of these funds (except for statutory requirements related to fair housing, nondiscrimination, labor standards, and the environment). For example, a grantee may request a modification of the definition of subrecipient.

To request a waiver of eligibility or administrative requirements, applicants must submit a written request that includes: the requirement to be waived, and if applicable, alternative requirement to be added (meaning how the current requirement should be altered); a detailed statement of how the request is necessary to preserve and revitalize manufactured housing and eligible manufactured housing communities; the demographics of the population to be assisted; and a statement of alternative approaches considered to eliminate the need for a waiver.

Appendix B: Certifications

Applicants to the PRICE program must use the applicable forms in this Appendix to certify their compliance with various requirements. Each applicant type has a required specific certification form. Applicants should complete the certifications relevant to them and submit them with their application. Please note that all applicants must complete the lobbying certification.

- Appendix B.I Entitlement Local Government
- Appendix B.II State
- Appendix B.III Multi-Jurisdictional Entity
- Appendix B.IV Community Development Financial, Institution, Cooperative, Manufactured Housing Community, Metropolitan Planning Organization (MPO), Non-Entitlement Units of General Local Government, and Non-Profit
- Appendix B.V Tribal Applicants
- Appendix B.VI Optional Urgent Need Certification
- Appendix B.VII Lobbying Certification for All Applicants

Appendix B.I Entitlement Local Government

PRICE CERTIFICATIONS FOR ENTITLEMENT LOCAL GOVERNMENT APPLICANTS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

The Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (URA), and Residential Anti-displacement and Relocation Assistance Plan (RARAP) -- It will comply with the acquisition and relocation requirements of the URA (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24. It has in effect and is following a RARAP as required under 24 CFR part 42 in connection with any activity assisted with funding under either the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The submission of the PRICE application is authorized under state and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with PRICE funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

Build America, Buy America (BABA) – It will comply with Title IX, subpart A of the Infrastructure Investment and Jobs Act of 2021 (41 U.S.C. 8301 et seq.).

Public Participation – It is in full compliance with the PRICE streamlined public participation requirements found in Section VI.E of the PRICE NOFO.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with PRICE funds, it has developed its proposal to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The proposal may also include activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional PRICE Certification).
2. Overall Benefit. The aggregate use of PRICE funds shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons.
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with PRICE funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if PRICE funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with PRICE funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than PRICE funds. In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than PRICE funds if the jurisdiction certifies that it lacks PRICE funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K and R; and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

Compliance with RFRA -- The grant will be conducted and administered in conformity with the requirements of the Religious Freedom Restoration Act (42 U.S.C. 2000bb) and 24 CFR 5.109, allowing the full and fair participation of faith-based entities.

Environmental Review -- It will comply with environmental review procedures and requirements at 24 CFR part 58.

Compliance with Laws -- It will comply with applicable laws.

_____ Signature of Authorized Official

_____ Date

_____ Title

Appendix B.II State

PRICE CERTIFICATIONS FOR STATE APPLICANTS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the State certifies that:

Affirmatively Further Fair Housing -- The State will affirmatively further fair housing.

The Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (URA), and Residential Anti-displacement and Relocation Assistance Plan (RARAP) -- It will comply with the acquisition and relocation requirements of the URA (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24. It has in effect and is following a RARAP as required under 24 CFR part 42 in connection with any activity assisted with funding under either the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the State's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of State -- The submission of the PRICE application is authorized under State law and the State possesses the legal authority to carry out the programs under the consolidated plan for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken PRICE funds are consistent with the strategic plan in the State's consolidated plan.

Section 3 -- It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

Build America, Buy America (BABA) – It will comply with Title IX, subpart A of the Infrastructure Investment and Jobs Act of 2021 (41 U.S.C. 8301 et seq.)

Public Participation -- It is in full compliance with the PRICE streamlined public participation requirements found in Section VI.E of the PRICE NOFO and each unit of general local government that receives assistance from the State is in full compliance with the same.

Consultation with Local Governments --

1. It has consulted with affected units of local government in the non-entitlement area of the State in determining the method of distribution of funding, if applicable;
2. It engages in or will engage in planning for community development activities;
3. It provides or will provide technical assistance to units of local government in connection with community development programs; and
4. It will not refuse to distribute funds to any unit of general local government based on the particular eligible activity selected by the unit of general local government to meet its community development needs, except that a State is not prevented from establishing priorities in distributing funding based on the activities selected.

Local Needs Identification – It will require each unit of general local government to be funded to identify its community development and housing needs, including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR parts 91 and 570.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with PRICE funds, it has developed its proposal to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The proposal may also include activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional PRICE Certification).

2. Overall Benefit. The aggregate use of PRICE funds shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons.
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with PRICE funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if PRICE funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with PRICE funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than PRICE funds. In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than PRICE funds if the jurisdiction certifies that it lacks PRICE funds to cover the assessment.

Excessive Force -- It will require units of general local government that receive CDBG funds to certify that they have adopted and are enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K and R; and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

Compliance with RFRA -- The grant will be conducted and administered in conformity with the requirements of the Religious Freedom Restoration Act (42 U.S.C. 2000bb) and 24 CFR 5.109, allowing the full and fair participation of faith-based entities.

Environmental Review -- It will comply with environmental review procedures and requirements at 24 CFR part 58.

Compliance with Laws -- It will comply with applicable laws.

_____ Signature of Authorized Official

_____ Date

Appendix B.III Multi-Jurisdictional Entity

PRICE CERTIFICATIONS MULTI-JURISDICTIONAL ENTITY APPLICANTS

The multijurisdictional entity certifies that:

Affirmatively Further Fair Housing – The jurisdiction(s) will affirmatively further fair housing.

The Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (URA), and Residential Anti-displacement and Relocation Assistance Plan (RARAP) -- It will comply with the acquisition and relocation requirements of the URA (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24. As applicable, it has in effect and is following a RARAP as required under 24 CFR part 42 in connection with any activity assisted with funding under either the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdictions' knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Applicant – The submission of the PRICE application is authorized under State and local law (as applicable) and the jurisdiction(s) possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Section 3 – It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

Build America, Buy America (BABA) – It will comply with Title IX, subpart A of the Infrastructure Investment and Jobs Act of 2021 (41 U.S.C. 8301 et seq.).

Public Participation – It is in full compliance with the PRICE streamlined public participation requirements found in Section VI.E of the PRICE NOFO.

Community Development Plan – If any member(s) of the multijurisdictional entity applicant is a recipient of funding under Title I of the Housing and Community Development Act of 1974, the entity certifies that its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR parts 91 and 570.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with PRICE funds, it has developed its PRICE proposal to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The PRICE proposal may also include PRICE-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional PRICE Certification).
2. Overall Benefit. PRICE funds shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons.
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with PRICE funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if PRICE funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with PRICE funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than PRICE funds. In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than PRICE funds if the jurisdiction certifies that it lacks PRICE funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing, as applicable:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K and R; and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

Compliance with RFRA-- The grant will be conducted and administered in conformity with the requirements of the Religious Freedom Restoration Act (42 U.S.C. 2000bb) and 24 CFR 5.109, allowing the full and fair participation of faith-based entities.

Compliance with Laws -- It will comply with applicable laws.

_____ Signature of Authorized Official

_____ Date

_____ Title

Appendix B.IV Community Development Financial, Institution, Cooperative, Manufactured Housing Community, Metropolitan Planning Organization (MPO), Non-Entitlement Units of General Local Government, and Non-Profit

PRICE CERTIFICATIONS FOR COMMUNITY DEVELOPMENT FINANCIAL INSTITUTION, COOPERATIVE, MANUFACTURED HOUSING COMMUNITY, METROPOLITAN PLANNING ORGANIZATION (MPO), NON-ENTITLEMENT UNITS OF GENERAL LOCAL GOVERNMENT, AND NON-PROFIT APPLICANTS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the applicant certifies that:

Affirmatively Further Fair Housing -- It will affirmatively further fair housing.

The Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (URA), and Residential Anti-displacement and Relocation Assistance Plan (RARAP) -- It will comply with the acquisition and relocation requirements of the URA (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24. It has in effect and is following a RARAP as required under 24 CFR part 42 in connection with any activity assisted with funding under either the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the applicant's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Applicant – The submission of the PRICE application is authorized under State and local law (as applicable) and the applicant possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Section 3 -- It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

Build America, Buy America (BABA) – It will comply with Title IX, subpart A of the Infrastructure Investment and Jobs Act of 2021 (41 U.S.C. 8301 et seq.).

Public Participation -- It is in full compliance with the PRICE streamlined public participation requirements found in Section VI.E of the PRICE NOFO.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with PRICE funds, it has developed its PRICE proposal to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The PRICE proposal may also include PRICE-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional PRICE Certification).
2. Overall Benefit. PRICE funds shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons.
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with PRICE funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if PRICE funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with PRICE funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than PRICE funds. In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than PRICE funds if the jurisdiction certifies that it lacks PRICE funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing, as applicable:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K and R; and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

Compliance with RFRA-- The grant will be conducted and administered in conformity with the requirements of the Religious Freedom Restoration Act (42 U.S.C. 2000bb) and 24 CFR 5.109, allowing the full and fair participation of faith-based entities.

Compliance with Laws -- It will comply with applicable laws.

_____ Signature of Authorized Official

_____ Date

_____ Title

Appendix B.V Tribal Applicants

PRICE CERTIFICATIONS FOR TRIBAL APPLICANTS

In accordance with applicable statutes and regulations, Tribal Applicants applying for PRICE grants certify to the following, as applicable:

The Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (URA), and Residential Anti-displacement and Relocation Assistance Plan (RARAP) -- It will comply with the acquisition and relocation requirements of the URA (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24.

Anti-Lobbying (*Applicable only to State-recognized Tribes and their instrumentalities*) --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting 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 the awarding of any Federal contract, the making of any Federal

grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Tribal Applicant -- The submission of the PRICE application is authorized under Tribal law, and the Tribal applicant possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Indian Preference -- In accordance with 24 CFR 1003.510, it will comply with the Indian preference requirements of Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307) and ensure that to the greatest extent feasible-(1) preferences and opportunities for training and employment in connection with the PRICE grant will be given to Indians; and (2) preference in the award of subcontracts and subgrants in connection with the PRICE grant will be given to Indian organizations and to Indian-owned economic enterprises.

Public Participation -- It is in full compliance with the applicable PRICE streamlined public participation requirements found in Section VI.E of the PRICE NOFO.

Use of Funds -- It has complied with the following criteria:

1. Overall Benefit. The aggregate use of PRICE funds shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons.

2. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with PRICE funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if PRICE funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with PRICE funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than PRICE funds. In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than PRICE funds if the Tribal applicant certifies that it lacks PRICE funds to cover the assessment.

Compliance with Anti-discrimination laws – Pursuant to 24 CFR 1003.601, the PRICE grant will be conducted and administered in conformity with the Indian Civil Rights Act (25 U.S.C. 1301-1304)

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K and R; and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

Faith-Based Organizations -- Pursuant to 24 CFR 1003.600, the grant will be conducted and administered in conformity with the requirements of 24 CFR 5.109, including allowing the full and fair participation of faith-based entities.

Environmental Review -- It will comply with environmental review procedures and requirements at 24 CFR part 58.

Compliance with Laws -- It will comply with applicable laws.

_____ Signature of Authorized Official
_____ Date
_____ Title

Appendix B.VI Optional Urgent Need Certification

OPTIONAL PRICE URGENT NEED CERTIFICATION

Submit the following certification only when one or more of the activities in the PRICE proposal are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the PRICE proposal includes one or more specifically identified PRICE-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ Signature of Authorized Official
_____ Date
_____ Title

Appendix B.VII Lobbying Certification for All Applicants

LOBBYING CERTIFICATION FOR ALL APPLICANTS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Authorized Official

_____ Date

_____ Title

Table of Contents

Narrative Exhibits

Exhibit A: Executive Summary	2
Exhibit B: Threshold Requirements	7
Exhibit C: Need	8
Exhibit D: Soundness of Approach	13
Exhibit E: Capacity	33
Exhibit F: Leverage.	41
Exhibit G: Long-term Effect	43

Attachments

Not included in draft application. Will be submitted to HUD with completed grant application.

Attachment A: Advancing Racial Equity

Attachment B: Affirmative Marketing

Attachment C: Affirmatively Furthering Fair Housing

Attachment D: Eligible Applicant Documentation HOME Consortium

Attachment E: Evidence of Partnership Letters

Attachment F: Leverage Documentation

Attachment G: Application Certifications and Standard Forms

Application H: Summary of Public Comments

Exhibit A: Executive Summary

The City of Olympia has extensively gathered and analyzed data and engaged our residents to assess the community's housing needs. These endeavors included a Missing Middle Initiative, an effort to increase housing production and range of housing options by allowing more than one housing unit per lot. The City engaged Olympians on the issue of homelessness and from the engagement emerged the One Community plan, a roadmap for addressing homelessness. A Housing Needs Assessment identified, among other things, the need for more housing production and preservation and a need for a range of housing types to meet current and anticipated demand. The 2023-2027 Consolidated Plan deepened our knowledge about housing needs and instability in Olympia. It provided data on the cost to produce and preserve housing as well as data on housing cost burden. The Assessment of Fair Housing highlighted populations of our community who are regularly shut out of wealth-building opportunities through homeownership, or restricted access to housing that is affordable, accessible, and meets their needs.

Through this work the City has remained resolute in our commitment to reducing barriers to affordable housing. We've adopted a Housing Action Plan identifying 71 actions intended to meet the community's affordable housing needs. Within two years we've completed 19 of these actions and we are actively making progress on another 20. We've adopted development incentives to encourage production of housing. We've established a dedicated funding source to assist in the costs to develop housing. We've provided funding to ensure residents' homes are safe and healthy for them to live in. We've launched new programs and expanded existing ones, built relationships with housing developers, and implemented tenant protections. We've expanded the number of staff doing housing related work and have made conscious and purposeful efforts to collaborate across departments with planning, climate, and economic development staff to increase and preserve a range of housing so that all Olympians have access to safe, affordable housing. Our work is not complete though. These efforts have largely focused on rental housing and while the City has made significant strides in this sector, there is still much work to be done around homeownership. This is why the City's proposal for PRICE grant funding is focused on creating new units of affordable homeownership through a cooperatively owned manufactured home park.

Homeownership is the primary means for wealth building in the United States. The average homeowner's net worth is forty times that of a typical renter (Federal Reserve). It's a way to increase housing stability, financial stability, and a sense of community belonging. Homeownership creates opportunities and limits the uncertainty of a person's housing cost. It builds intergenerational wealth that can be leveraged to improve health, education, employment, and to provide generations of children a life more secure than that led by their parents and grandparents.

Yet, several factors impact a low-income household's ability to become homeowners and the nation's long-standing, discriminatory real estate and lending practices have resulted in disparities between homeownership among whites and homeownership among Blacks, Hispanics, and people of color. Olympia is not immune to this nation-wide problem and racially

discriminating practices are not the only barriers to homeownership for City of Olympia residents.

To meet the demand for housing appropriate for homeownership there is a need for increased organizational capacity among housing developers. There is a need for capital funding to build and preserve new units. Lastly, there is a need for more robust sources of funding subsidies and resources necessary to make homeownership a reality for low-income households.

This grant application outlines the City's strategy to remove these barriers. With PRICE funds the City will undertake the following activities:

1. Provide capacity building support to the Northwest Cooperative Development Center in creating the community's first resident-owned manufactured home community from its inception.
2. Provide capital funding to support the creation of new manufactured homeownership units.
3. Provide funding for acquisition of the selected project site.
4. Provide capital funding to construct a new major collector street connecting Pacific Avenue Southeast and Ensign Road.
5. Provide relocation assistance to residents of a large encampment where the park will eventually reside.
6. Provide funding for negative environmental site impact mitigation and wetland protection.

The proposed activities align with 9 of the 11 U.S. Department of Housing and Urban Development's (HUD) Strategic Plan goals and objectives. The proposal will support underserved communities; advance housing justice; advance sustainable communities; guide investment in climate resilience; ensure access to and increase production of affordable housing; invest in the success of communities; increase the supply of housing; promote homeownership; and advance sustainable homeownership.

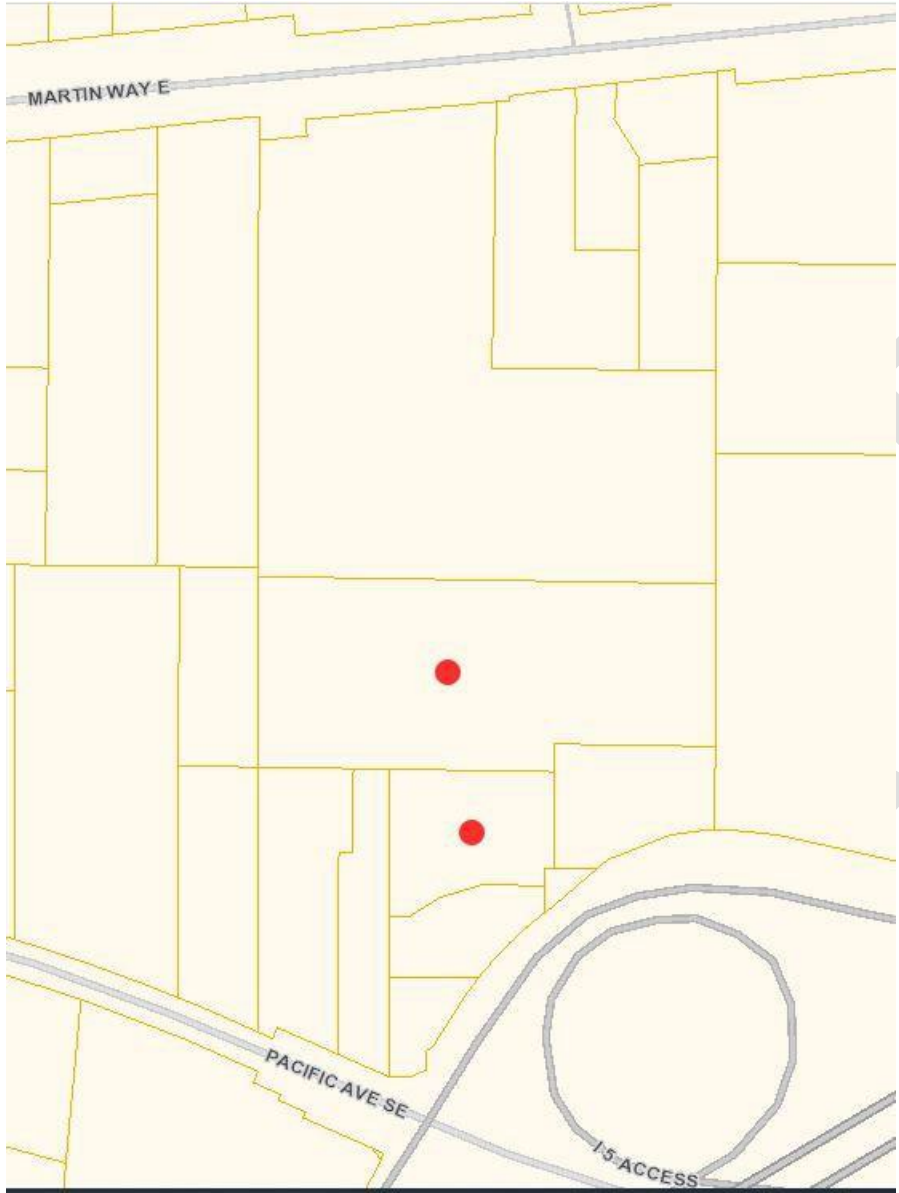
Proposed Project

The project will establish a new resident-owned manufactured home community, Woodard Creek Manufactured Community, on property purchased by the City of Olympia. A new resident-owned manufactured home community and supporting infrastructure will then be built in partnership with Northwest Development Community Development Center (NWCDC), among other partners. The project will add 50+ units of manufactured housing for households whose income does not exceed 80% of area median income. Because the housing will be resident owned, it will make it easier for residents to remain housed. Manufactured homes are quicker and less expensive to produce and will increase the variety in housing choice. The project will expand and strengthen the partnership between the Thurston County jurisdictions and NWCDC, which will lead the way in building out the manufactured home community, qualifying the residents, and providing guidance and support to the community's residents to ensure long-term affordability.

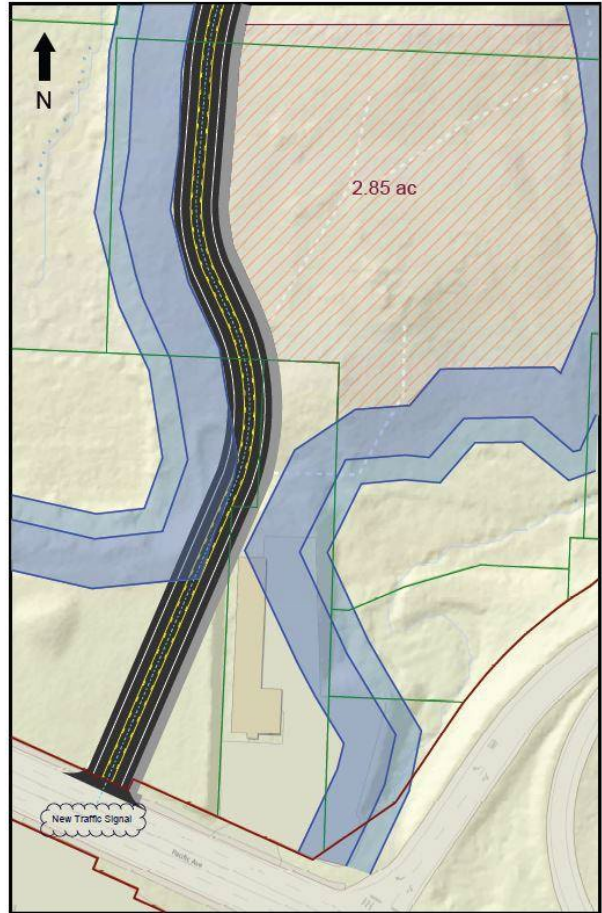
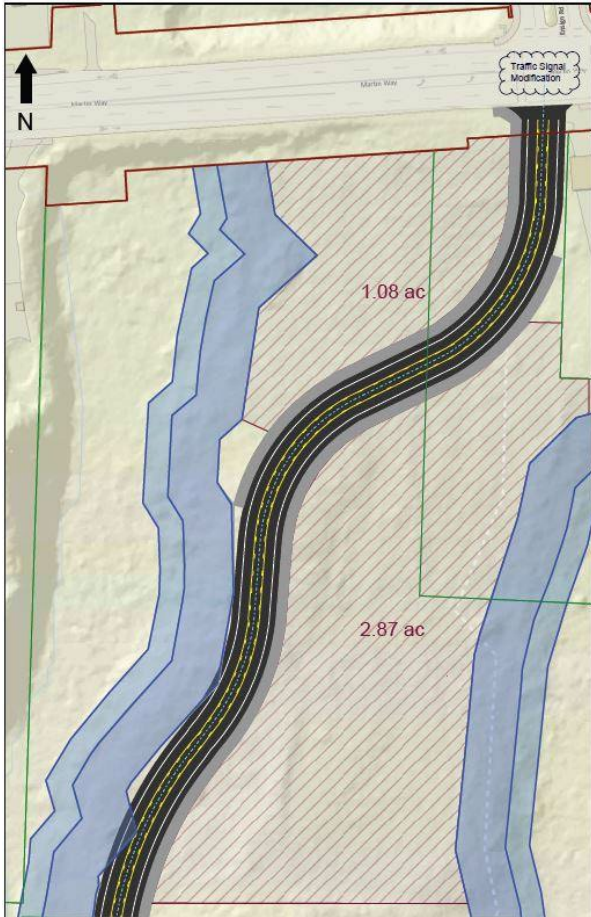
In acquiring the property and creating a manufactured home community, the project will also address a long-standing community concern relative to a large unsanctioned and unsafe homeless encampment which currently occupies the proposed subject property. The project proposal includes a trauma-informed relocation of residents currently residing within a homeless encampment commonly referred to by community members as The Jungle to more safe and healthy living conditions. It further proposes that the property will be used to establish a resident-owned manufactured home community where residents own their manufactured home, and the community owns the underlying land. The proposed project aligns with several of the region's Housing Action Plan goals and strategies for addressing the homelessness crisis.

The property is approximately 19 acres in total, with 6.7 acres already owned by the City of Olympia and the remaining acreage owned by a private property owner. It's located along a high-frequency traffic corridor which receives county-wide bus service every 15 minutes. It's located within one-quarter mile of Providence St. Peter's hospital and within one mile of other healthcare facilities. The property is within one-quarter mile of a fire station and two miles of a grocery store. It's less than four miles— a 7-minute bus ride— from City Hall and other downtown social services, amenities, and entertainment options. Downtown Olympia has a vibrant arts culture, with waterfront parks, an award-winning farmer's market, and a public transit center that offers zero-fare service in Thurston County with connections to neighboring counties.

*City owns the dotted parcels



Proposed Project Development



DR

Exhibit B: THRESHOLD Requirements

The City of Olympia attests it does not have any of the charges, cause determinations, lawsuits, or letters of finding reference in subparagraph 1-5, concerning the Fair Housing Act, the Department of Justice, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974; Violence Against Women Act; or the Americans with Disabilities Act, of the PRICE Notice of Funding Opportunity (NOFO). Furthermore, the City confirms its intent to submit all the required Assurances, Certifications and Disclosures required by the PRICE program NOFO and comply with all requirements found in Section IV.G of the PRICE NOFO.

The City of Olympia is applying for funds as a single jurisdiction but with the support of the surrounding jurisdictions. Thurston County operates housing functions through the Regional Housing Council under a formalized MOU and with the intent to address the housing crisis as a regional issue. PRICE funds will be used solely in Olympia but housing people on the County-wide Coordinated Entry list, targeting residents who are most vulnerable. The partnership between the City and Thurston County is illustrated through a HOME Consortium Agreement. The City of Olympia will administratively carry out the activities detailed in this grant proposal.

Exhibit C: Need

1. Project Area & Need for Affordable, Accessible Housing

The project will occur in Olympia, Washington, situated within Thurston County. Olympia is a mid-sized city with a population of 55,000+ located in the Pacific Northwest within easy driving distance of many recreational opportunities. As the state's capital and heart of the region, most of the social services available in the County are offered by agencies located in Olympia. Olympia is 60 miles south of Seattle and 30 miles south of Tacoma— which are both among the state's largest metropolitan areas. Although the project will be physically located in Olympia, it will have a positive impact region-wide. As such, the project proposal is being submitted by the City of Olympia in partnership with Thurston County and Northwest Cooperative Development Center.

Thurston County is the sixth most populated among Washington State's 39 counties and is one of the fastest growing counties in the Pacific Northwest. Thurston County is home to more than 300,500 residents within more than 100,000 households. More than 140,000 residents live in and around the cities of Lacey, Olympia, and Tumwater. Today, people over age 65 account for 18% of the County's population. People aged 20- 39 account for 31% of the County's population. People aged 40-64 account for 30% of the population and 24% of people are under the age of 20. Three-quarters of the population are white and one-quarter of the population are persons of color. Around half of the County's residents rent their housing and the other half own their housing. Fifteen percent of the County's population live with a disability. Greater than 6,000 households in Thurston County are considered extremely low-income and earn less than 30% of area median income. The Housing Needs Assessment identified over 34,650 Thurston County households are cost burdened, meaning they spend more than 30% of their income on rent, mortgage payments, and other housing expenses. Of these, 13,900 are severely cost burdened and spend more than half of their income on housing expenses.

A. Lack of Affordable Housing Availability

There is substantial need for more housing, especially affordable housing, across the County. Perhaps the biggest barrier to affordable housing in Thurston County is the lack of affordable housing stock in both the rental and homeownership markets. In comparison to the county's 6,000+ extremely low-income households, only 1,857 known rental units are available below market rate rents in the County [3 \(TRPC Housing Needs Assessment\)](#). As rents continue to rise rapidly, today's affordable rental housing stock could diminish at a faster rate than new units can be developed. According to Thurston County's 2023- 2027 Consolidated Plan, rents have increased 32-35% in Thurston County since 2017 and the vacancy rate for Thurston County has decreased. In Fall 2021 the vacancy rate was 3.7% [4 \(Con Plan\)](#).

Similarly, in Thurston County between the years 2010 and 2020 only .88 new housing units were produced for every 1 new household to the County [5 \(Improving Homeownership Rates for Black, Indigenous, and People of Color in Washington: Recommendations from the Homeownership Disparities Work Group, page 26, figure 11\)](#). This lack of housing has resulted in housing prices increasing at an astonishing rate. The average sale price for a home

increased by about 4.1 percent per year over the last 17 years [6 \(TRPC Housing Needs Assessment\)](#). Some of the most drastic price increases have been in recent years. The median home purchase price increased 55% from 2015 to 2020, according to the Consolidated Plan. Wages have not come even close to keeping pace with the increasing cost of home prices. When adjusted for inflation, wages have generally increased in Thurston County over the last 17 years by only 0.6 percent per year [7 \(TRPC Housing Needs Assessment\)](#). In fact, between 2019 and 2021, the median home price in Thurston County was more than six times the median household income [8 \(Improving Homeownership Rates for Black, Indigenous, and People of Color in Washington: Recommendations from the Homeownership Disparities Work Group, page 26, figure 12\)](#)

B. Lack of Choice in Housing Type and Size

Another barrier to affordable housing within Thurston County is the lack of choice in housing type and size. The majority, 64%, of housing units across the county are detached single-family or townhome units. Other types of housing, including manufactured homes, make up only a small percent of local housing stock. While single-family and townhome units in Thurston County may meet many households' needs they are not frequently affordable to smaller households. This is especially true when considering first-time homebuyers and households which tend to have more tightly restricted incomes, such as seniors or single adults.

According to the Housing Needs Assessment, since 1960 Thurston County's average household size has continued to steadily decrease while its average house size has increased. Whereas the average household size was 3.11 people in 1960 it dropped to 2.51 by 2018, with Olympia now regionally having the smallest average household size of 2.21 individuals [\(TRPC Housing Needs Assessment\)](#). When Olympia, Lacey, and Tumwater are all taken into consideration, 65% of households have two or fewer people [\(TRPC Housing Needs Assessment\)](#). Yet, the average square footage of the homes constructed in Thurston County have continually climbed since the 1980s. The total number of homes with 2,000 square feet or more have increased from just 17% in the 1980s to 56% during the 2010s. The lack of choice in housing size has resulted in an imbalance in right-sizing housing. Today's smaller households have fewer choices in housing size and frequently face challenges in finding housing that is both available as well as affordable. There is a need to right-size housing to accommodate smaller average households and their wages, which again are strikingly outpaced by both costs to own and to rent housing in Thurston County.

Projected Housing Needs

Thurston Regional Planning Council (TRPC) projects Thurston County's population will grow to exceed 383,500 people, with 64% of those residing in Olympia, Lacey, and Tumwater and their urban growth areas, by 2045. To accommodate this growth, approximately 54,000 new housing units across Thurston County will be needed in the next 20 years. TRPC anticipates that nearly 23% of Thurston County's growth will occur within the City of Olympia; the City will need roughly 14,000 additional housing units to meet the demand of its projected population growth. Of these units, 3,183 are needed for households whose income is 0- 30% of area median income. Another 3,174 units are needed for

households whose income is between 31% and 50% of area median income. An additional 264 units are needed for households whose income falls between 51% and 80% of area median income. Yet another 1,076 units are needed for households making 81%-100% of area median income. Remaining units are needed for households whose income exceeds 100%.

A. Local Manufactured Home Community Landscape

In 2023, Washington State enacted Senate Bill 5198, which requires owners of manufactured home communities to give written notice of their intent to sell the manufactured home community. The notice must be given before the owner lists or markets the property. Tenants and other eligible organizations such as community land trusts, resident non-profit cooperatives, local governments, local housing authorities, community based organizations, Indian tribes and non-profit housing assistance organizations then have 70 days to notify the owner of their interest in competing to purchase the community. Of the 33 communities made available to purchase since the legislation passed, three have been located in Thurston County. Since 2008, NWCDC has assisted 27 manufactured home parks in becoming resident-owned. Four of those communities, representing 225 homesites, have converted since June of 2023 and another 3 communities are actively under conversion to cooperatives.

Given the increase in manufactured home community (MHC) sales nationally and across Washington state, regional staff supporting the Thurston Regional Housing Council are working diligently on efforts to preserve existing manufactured home communities in Thurston County. This activity is one of a handful of activities adopted as part of the Thurston Regional Housing Council's 2024 workplan. It's also an activity found in the Housing Action Plans of the Cities of Olympia, Lacey, and Tumwater. A manufactured home community preservation workgroup consisting of regional staff and staff representing the Housing Authority of Thurston County have met regularly for the past several months. The group has taken inventory of Thurston County manufactured home communities and has attempted to identify which communities are most at risk of becoming unaffordable.

B. Barriers to Manufactured Housing Preservation and Revitalization

Some of the most pressing challenges faced locally with preservation of MHCs are increasing lot rents, risk of a change in land use, low resident-organizing capacity, and few resources to rehabilitate manufactured housing. Anecdotally, City of Olympia staff have received phone calls and emails from concerned MHC tenants who are experiencing increasing lot rents, which are making their housing costs unaffordable. Still other residents are concerned that their communities are at-risk of being sold. Around 156 manufactured home communities representing 9,246 housing units exist in Thurston County. With the exception of 10 manufactured home communities in Thurston County, all of the 156 communities identified were established prior to 1990, indicating that the homes likely need some degree of rehabilitation to ensure they continue to be safe and healthy for occupants to reside in. However, there are insufficient resources to fully address repairs and many MHC tenants are unaware of resources that do exist. Twenty-eight of the communities were determined to be at high risk of being redeveloped as something other than a manufactured home community based on the park's current zoning. Seventeen of the parks were

determined at high risk of being sold based on property values derived by the Thurston County Assessor's Office and a perceived low cost per unit. Twenty-two of the communities are located in a census block group whose population is considered highly vulnerable based on age, unemployment status, race, and poverty.

In response to the work done by the MHC workgroup, the Thurston Regional Housing Council created an Opportunity Fund in early 2024. The fund makes just over \$1 million available for property acquisition or emergency housing capital needs such as repairs of failing infrastructure. Purchase of a MHC by its residents qualifies as an eligible use of this funding. Still, there are few other resources to address the many challenges that accompany preserving manufactured housing.

Additionally, the project site is in an area that is zoned to only allow existing manufactured housing. The City of Olympia will be updating its Comprehensive Plan to remove the barrier for new manufactured housing communities along this corridor in a city-wide effort to allow for all types of housing that helps address the shortage crisis and adds homeownership opportunities for low-income residents. This move indicates how committed Olympia is to this project and to supporting MHC development and revitalization.

C. Resident Owned Manufactured Home Communities as Affordable Housing Models

While preserving existing MHC is important, so too is creating new parks in ways that provide more security to tenants of MHCs. Insufficient land, insufficient infrastructure and a limited number of organizations skilled in creating resident-owned communities all pose barriers to creating new MHCs in Thurston County. However, this proposal represents the partnership and work City of Olympia staff have fostered with entities such as Northwest Cooperative Development Center and its affiliate ROCNW to explore how the organizations can work collaboratively to encourage resident-owned manufactured home communities. Pursuing resident-owned communities and shared-equity cooperative housing models are strategies that were recommended through a recent Affordable Homeownership Study commissioned by the City of Olympia and completed in February 2024. The study found these housing models create more housing stability and affordability for residents and provide more housing choice.

3. Distressed Communities and Disaster-Prone Areas

The project will solicit households from across Thurston County which are willing and prepared to become homeowners within a resident-owned manufactured home community. As such, the project may include residents from 22 Thurston County communities located in census tracts which meet distress criteria as defined in 12 CFR 1805.201(b)(3)(ii)(D). These tracts are: 53067010300; 53067010400; 53067010510; 53067010520; 53067010600; 53067010801; 53067010920; 53067011200; 53067011300; 53067011410; 53067011625; 53067011721; 53067011722; 53067011821; 53067011901; 53067012223; 53067012330; 53067012421; 53067012422; 53067012510; 53067012620; and 53067012720. The majority of these tracts qualify as distressed due to their high unemployment rate and low median family income.

Thurston County is not in or inclusive of a census tract identified as a Community Disaster Resilience Zone, as defined by FEMA.

DRAFT

Exhibit D: Soundness of Approach

1. Project Description, Management, and Impact

i. Vision and Goals

The City of Olympia along with the Northwest Cooperative Development Center are proposing an innovative approach to creating affordable housing, one that addresses a variety of community needs and ultimately provides stable housing to over 200 of our most vulnerable residents. The City proposes using PRICE funding to acquire real property where a large, long-established encampment is currently located. The City will employ best practices and trauma-informed care to relocate unhoused individuals to safer and healthier housing situations before developing the property into a resident-owned manufactured home community, which we are calling the Woodard Creek project until new residents have an opportunity to select the name of their community.

Over the past 5 years, a growing encampment referred to as the Jungle has been home to hundreds of unhoused residents of Thurston County at one time or another. The 19-acre wooded area is located near the City's primary hospital and is located directly off a main transit corridor. The Jungle is the County's last and largest established encampment. The City of Olympia has a strong commitment to not sweep established encampments and only close a site if everyone is connected to housing, working off principles of trauma-informed care and community best practices. The vision of this proposal is to provide humane and resourced relocation assistance to approximately 80 unhoused individuals and turn a difficult to develop swath of land into an affordable homeownership opportunity for low-income community members.

The City has worked diligently to bolster the larger housing continuum and sought State funding to add temporary and permanent housing options for every person seeking shelter. Last year, a new low-barrier 50-unit tiny home village was constructed to support previously unhoused community members being relocated from established encampments along State rights-of-way. The effort added to the 150 tiny home village units the City already operates. Directly across from this new village, the City issued a request for proposals seeking a developer to create permanent supportive housing for previously unhoused residents. That multi-family rental project, known as the Franz-Anderson project, is planned for occupancy in late 2026, adding 72 units of permanent supportive housing for extremely low-income residents. Both the 50-unit tiny home village and the Franz-Anderson permanent supportive housing project are crucial to this proposal because they lay the groundwork for the added capacity needed to make this project successful. Once the permanent supportive housing development is completed, residents of the tiny home village will move into the apartments, leaving 50 tiny home village units available for previously unhoused residents. Those vacancies will be offered exclusively to the residents of the Jungle, allowing a very well-established community to remain together and receive supportive services, daily meals, laundry, and a tiny home unit to call their own. Olympia Mutual Aid Partners (OlyMAP) is the current operator of

the tiny home village and provides 24/7 services and case management. OlyMAP is also contracted by Thurston County to provide outreach services to residents of the Jungle, connecting them with health and safety services and housing units as they become available. The continuation of services with the same organization offers a deeper connection and greater success in residents permanently exiting homelessness. The relocation assistance requested in the proposal will help people transition from a wooded encampment to a place they can feel safe and have their basic needs met until a permanent housing opportunity becomes available.

The City currently owns 6.7 acres of area with 13 acres left to purchase in order to move forward with any type of housing project. The Jungle borders a large wetland that would also be purchased by the City in this effort and will significantly decrease the developable area but will be protected in its most natural form through the City's acquisition. In addition to the proximity of the wetland, this site poses challenges for private development due to the requirement to provide a new road that will accommodate emergency vehicles upon any future development of the area. Infrastructure needs of this caliber have stalled any private investment, causing unhoused residents to instead establish an encampment where they are able to seek reprieve from the elements and fulfill a sense of community with many others in similar circumstances. In total, 6.7 acres of the property are suitable for development of a manufactured home community.

On the developable Woodard Creek property, the City of Olympia will partner with Northwest Cooperative Development Center (NWCDC) to create a 50-unit resident-owned manufactured home community. The new community will consist of 2- and 3-bedroom homes and serve first-time homebuyers who have incomes between 50-80% of area median income. The resident-owned model ensures the project will sustain its affordability while program covenants will both help residents build wealth and ensure future owners meet program income requirements.

On the heels of creating a Manufactured Home Park Steering Committee, completing both the Martin Way Corridor Study and Affordable Homeownership Study, developing a brand new 50-unit low-barrier tiny home village, and the privately owned Jungle parcels going up for sale, this project has come at a time when the community feels very confident in our skills to address these multifaceted challenges in a way that aligns with the City's broader Comprehensive Plan and takes bold action to best serve our neighbors who are most suffering. Developing this underutilized, hard to access land with a manufactured home community that offers secure, stable housing with dignity and support will positively impact Olympia's broader housing ecosystem. NWCDC has a deep understanding of creating a housing cooperative but also understands what autonomy and agency can do for a community that has been othered and displaced for so long. The financial security and healing that is visioned for the site will hopefully set a standard for many other manufactured home communities to become resident-owned throughout our region.

ii. Eligible Activities to Address the Need

This project will include many eligible activities. Revitalizing this land from an encampment that is negatively impacting the wetland and from an inhabitable and unjust place for people to reside to an affordable and stable resident-owned community will meet local and state housing objectives but also clearly addresses PRICE national objectives using CDBG eligible activities. The Low/Mod National Objective-Housing will not only be met, but surpassed as 100% of the residents being housed will be low-income. The eligible activities include:

- Acquisition of the 50 manufactured units
- Development of anti-displacement policies, programs to support shared housing, and capacity-building activities
- Installation of utilities, water/sewer, stormwater/drainage and broadband
- Improvements to roads, pads, sidewalks, parks, playgrounds, or other common amenities
- Acquisition/installation of affordable housing
- Conversion to resident-controlled communities
- Mitigation activities such as elevation, insulation, fire breaks, and green infrastructure
- Energy efficiency and resilience upgrades
- Down payment assistance and homebuyer education
- Development or improvement of infrastructure to support MHCs and manufactured units.

The completed manufactured home community will be reserved exclusively for low-income homeowners. This proposal has included the full purchase price of the manufactured home units, thereby eliminating the need for future residents to secure a formal interest-bearing mortgage. NWCDC will establish a reduced loan for each resident aligning with their ability to pay considering both land rent and utility costs. These payments will establish a site specific revolving loan fund for all future residents of the site, ensuring permanent affordability for all future homeowners.

Financing Example

AMI	Income Limit	Available for Housing	After Lot Fee	Less Utilities	Property Tax	Max Mortgage Amount	Total Note
Household of 2 at 50% AMI	\$45,100	\$15,785	\$13,085	\$200.00	\$124.30	\$766	\$121,096.57
Household of 1 at 50% AMI	\$39,450	\$13,808	\$11,108	\$180.00	\$124.30	\$621	\$98,210.01
Household of 2 at 80% AMI	\$72,150	\$25,253	\$22,553	\$200.00	\$124.30	\$1,555	\$245,803.61
Household of 1 at 80% AMI	\$63,100	\$22,085	\$19,385	\$180.00	\$124.30	\$1,311	\$207,242.23

Backed out Lowest Income	\$46,779	\$16,373	\$13,673	\$180.00	\$124.30	\$835	\$132,000.00
-----------------------------	----------	----------	----------	----------	----------	-------	--------------

Individual homes being initially sold or transferred to residents with the use of down payment assistance or other subsidy shall include terms for recapturing subsidy or requiring subsequent buyers to be qualified as low-income.

Overall, the cooperative will operate at cost, allowing for contributions to reserve funds, so that lot rent increases directly relate to increases in the cooperative’s operating costs. Historically, resident owned cooperatives have increased lot rents below both market rent increases, and even below CPI inflation rates.

As a limited-equity cooperative, members are entitled to no portion of surplus from any sale of the underlying property. Without any gain or income from the sale of the property, residents’ economic incentive exists only in maintaining the property as a manufactured home community. Further, the cooperative’s articles will include an asset stewardship clause naming an affordable housing non-profit that must agree to any major sale of underlying property or dissolution of the cooperative. The combination of a limited equity structure and asset steward ensures the community will operate in perpetuity and the at-cost nature of the cooperative ensures rents remain affordable.

iii. Timeline and Key Tasks

The proposed project involves a detailed timeline with several key tasks. The overall timeline for this project is aggressive while also including allowances for project delays. The timeline allows for concurrent work, includes reasonable contingencies, and could be extended, if necessary, while still completing the project according to the PRICE timeline requirements. City of Olympia staff have taken into account potential risks and delays to the project timeline and have planned accordingly. Specifically, some possible delays that have been taken into consideration include: an extended relocation period of Jungle residents to be inclusive and robust; possible adverse findings from a Phase One Environmental Site Assessment; public process and community outreach; and supply shortages and long wait times for manufactured homes. Key tasks, organized by groupings of two-year intervals, are detailed below. Timelines summarizing the key tasks occurring in each two-year interval are also featured.

a. 2025 and 2026

Predevelopment and Design

As mentioned above, the region has worked on a comprehensive and best practice approach to the housing crisis through various studies, community-led initiatives, and leading policies for several years. Because of these early efforts, we will move forward with the project immediately upon grant award. In late 2023, the Northwest Cooperative Development Center (NWCDC) created a pro-forma laying out the specifics of creating a new resident owned manufactured home community. The City’s leadership and Council were so supportive and impressed by the work, they directed staff to pursue funding options for a project of similar scope. That

preparedness will position this project well and allow NWCDC to move swiftly on their submitted pro-forma and move through the site development process.

Outreach and Relocation

Due to the City's early efforts in the One Community Plan, concerted steps have been taken to manage current encampments while mitigating the growth of new encampments. The City's Homeless Response Team works closely with outreach providers to ensure encampment residents have access to waste removal and hygiene facilities along with connections from case managers to support residents and their well-being. This work has fed into the county-wide Coordinated Entry system, creating a full list of all the unhoused residents in the County and the impacts of experiencing homelessness on individuals and their livelihood. This list provides an intimate look into the larger situation in the Jungle and directs how the City and our partnering social service providers can support these residents and their transition into housing and wellness.

If awarded PRICE funding, the City's Homeless Response Team and partnering social service providers will further connect with residents and offer additional support that will lay the foundation for their relocation to end their experience of unsheltered homelessness. Our community does not take the displacement of vulnerable people lightly and would take the first year deepening support for residents and connecting them with services. This work would occur parallel to the planning and permitting process. The second year, the City's Homeless Response Team would begin a concentrated effort of entering residents into temporary and permanent housing. This process takes time due to the limited housing options in the community but would see greater success if units were set aside solely for residents of this encampment as it transitioned to a development site. Once the size decreased to approximately 50 residents, the full community would transition to the Franz-Anderson tiny home village nearby. This site will be vacant during this time because a permanent supportive housing project will have just opened directly across the street with 72 units for previously unhoused community members. The timing of the PRICE funded project aligns in a way that transitions people out of unsheltered homelessness, meeting many community priorities. In 2022, the City conducted a very similar approach when closing an encampment along a busy right-of-way with 80 RV's. The City built capacity at an existing tiny home village including 50 more units and adding support staff. A date was set for encampment closure, starting the process of transitioning people to housing that worked best for them. When this site was at 50 residents, the City closed the right-of-way and transitioned everyone to the tiny home village. The closure was very successful, needing zero law enforcement involvement and seeing very few residents enter back into unsheltered homelessness. With time and meaningful connection, an encampment can be closed in an effective and humane way, improving the lives of many residents in the community.

Road and Utility Design and Permitting

During this initial period, the City will begin work on the public roadway which, depending on site design, may include utility mains. Due to the wetland and prioritized connectivity, this process will take time and thoughtful design to meet the needs of the MHC and the larger neighborhood. The City of Olympia's Public Works Department involvement in this application

has been crucial. Their expertise has offered thoughtful planning and realistic project budgeting and timelines that add confidence to our ability to successfully accomplish this complex project.

Manufactured Home Community Design and Permitting

Concurrent with active relocation efforts, the City and its partner NWDC will begin site design and negotiation with manufactured home vendors. NWDC will leverage its existing relationships with home manufacturers such as Clayton (CMH Manufacturing) and manufactured housing engineering firms such as B.A.C.H. Land Development, LLC. Completion of site design will provide updated data for both the development proforma and required operating costs, including contributions to capital reserves.

Address Environmental Conditions

While site design and finalization of the development pro-forma are expected to take less than 6 months (12 months allowed in timeline), full environmental site assessment and resulting mitigation plans will only become possible after significant relocation is completed. The proposed timeline allows an additional 6 months for a possible Phase 2 Environmental Site Assessment and site mitigation planning. During this time, the City will review the completed manufactured home community site plan, hold necessary public engagement meetings, and finalize its plan for development of a new public road running the length of the property.

Community Engagement

With major site construction visibly underway, the cooperative’s organizational development will launch in earnest with a public forum followed by the opening of a homebuyer waitlist. First preference will be for residents having previously resided at the former encampment and this application proposed funding to ensure extensive homebuyer education is available to likely project residents.

At the conclusion of year two, the project will have completed all pre-development activities, public outreach, relocation efforts, and will have executed contracts to begin site work and manufactured home deliveries.

Q1 2025	Q2 2025	Q3 2025	Q4 2025	Q1 2026	Q2 2026	Q3 2026	Q4 2026
Outreach and Relocation Efforts							
	Road and Utility Design and Permitting						
		Manufactured Home Community Design and Permitting					
					Phase 1 ESA	Phase 2 ESA	
					Community Engagement		

							*PSH Opens
--	--	--	--	--	--	--	------------

b. 2027 and 2028

Site Clean-Up

Actual site preparation and construction of the manufactured home community and supporting road and utilities is expected to take approximately 15 months to complete with homes being placed in batches over the following months. Prior to construction, the land will require cleanup. Having been an encampment for years, the site will require significant cleanup to address findings from the environmental site assessment(s) and to ensure safety for workers and eventually residents.

Road and Utilities Construction

The City of Olympia will be subcontracting the construction of the road and utility extensions through the City’s Public Works Department. Staff have ample experience leading this process, especially with state and federal dollars, and will deliver this crucial piece of the project with certainty and compliance in a single dry season.

Continued Community Engagement

Another public forum will be held with interested parties looking to reside in the manufactured home community. This forum will be hosted by NWCDC and supported by the City and other housing providers in the community referring residents to this opportunity. The forum will cover how a resident-owned manufactured home community operates, resident expectations and financing, and application process.

Manufactured Home Community Construction

Finally, the project will place homes and begin operations in 2029. Home installations will roll out in small batches with title transfers and move-ins occurring evenly over multiple months. When more than 50% of home sites have both installed homes and owner-occupants, the cooperative will formally take control of the manufactured home community’s operations.

Q1 2027	Q2 2027	Q3 2027	Q4 2027	Q1 2028	Q2 2028	Q3 2028	Q4 2028
Site Clean and Prep	Road and Utility Construction			Public Forum	Manufactured Home Community Construction		
Final Relocation							

c. 2029 and 2030

Homebuyer Preparation and Manufactured Home Community Completion

- Application and intake process for units

Prospective cooperative members will submit an Application for Membership along with a consumer authorization and release form, proof of income, and a membership interest questionnaire. Because applicants will also be receiving assistance in their home purchase, each will provide a homebuyer education certificate. During the lease-up period at least two homebuyer education certificate courses will be hosted for prospective residents. Until 50% of units are occupied, NWDC staff will evaluate applications for creditworthiness and income eligibility. After the co-op assumes control of operations, their property management company will review applications using the co-op's new member screening criteria.

Eligibility will be based on income with a ceiling of eligible AMI and a floor of affordability for home payments added to lot fees. During intake, applicants will be provided with information on how the cooperative operates, what limited-equity ownership of the co-op means, and their responsibilities as homeowners and borrowers. They will execute a promissory note and loan agreement for the purchase of their home, a membership agreement for the cooperative, and a member occupancy agreement to secure their perpetual right to occupy the lot.

Q1 2029	Q2 2029	Q3 2029	Q4 2029	Q1 2030	Q2 2030	Q3 2030	Q4 2030
Homebuyer Prep	MHC Opens and Tenants Move in			Contingency Period			

iv. Budget

The proposal includes three funding sources. The City of Olympia will provide \$160,000 in general fund money over a two-year period toward the acquisition of the property where the project will occur. The parcels proposed for this project are currently on the market for \$3 million but will be solidified through an appraisal. The City of Olympia entered into an option agreement with the seller and is offering the seller \$80,000 per year for up to two years in order to permit the City to better connect with residents on the property in preparation for successful relocation and to find proper funding to purchase and develop the site. This flexibility allows the City to seek grant funding such as PRICE and keep the land off the open market where it could be developed into something other than affordable housing. Funds applied to this project are being pivoted from other housing projects to help maximize the likelihood of this project coming to fruition. These funds will be applied toward the purchase price of the property at the time of acquisition.

The City is firmly committed to \$3 million in matching funds from the Transportation Capital Fund. This funding will help offset grant funding to extend the road to Pacific Avenue. An additional \$2 million is committed as matching funds from the Water and Wastewater Utility Capital Fund to bring down the grant total to bring utilities to the newly designed road and manufactured home community. An additional \$200,000 will be provided to incorporate art design and features to the community.

The City also intends to leverage \$1.8 million in a Section 108 Loan Guarantee Program loan. This funding will cover a marginal portion of the \$15 million cost associated with needed infrastructure— road development, utility installation and site preparation.

Lastly, the PRICE proposal is the primary source of funding for this project. PRICE funding will cover all other activities, to include costs associated with relocating residents of the encampment to safer and healthier living arrangements. This project will commit to housing residents of the encampment currently located on the site to a variety of housing throughout Thurston County, including a nearby tiny home village. Although the federal Uniform Relocation Assistance Act will not apply to the project, the City of Olympia intends to follow trauma-informed practices to house the residents of the encampment safely and fairly. With approximately 80 residents on site, we project relocation to cost \$500,000 in order to find safe and stable housing for everyone.

Other activities covered by the PRICE grant include site clean-up and addressing environmental concerns that may arise, design of the manufactured home community, outstanding costs associated with necessary infrastructure improvements, purchase of manufactured homes for the manufactured home community, and construction of the community. The full budget is included in this proposal as part of the Attachment G.

V. Impacts of Activities

- 50 new manufactured homes
- Increasing opportunities to access quality housing by serving LMI households who are on other agency’s waitlists and by eliminating the need for LMI households to meet inflexible private lenders’ underwriting and loan origination criteria, such as minimum credit scores
- Adds needed infrastructure permitting timely access to the hospital
- Preserves and protects a wetland

Affordability and Equity

i. Availability of Manufactured Housing Options

Low to moderate income households earning between 50-80% of Area Median Income will be prioritized for the homeownership opportunities created by this project. Housing costs at purchase will be limited to 30% of the household income. All residents will own their manufactured home, with an ability to sell their home and gain limited equity through individually recorded low-income covenants that may restrict sales to income qualified buyers. Through this limited equity structure, the homes in the community will remain affordable in perpetuity.

Prospective homebuyers will be identified through contacting households either receiving housing assistance, or on the waitlist for housing assistance, from Housing Authority of Thurston County, Homes First, and South Puget Sound Habitat for Humanity. These local organizations

assist low to moderate income households in securing affordable rental housing or homeownership. Households receiving rental assistance from Housing Authority of Thurston County or residing in affordable rental properties managed by Homes First have benefited from stabilized rental rates. Due to a lack of affordable homes for sale, many households who may be ready for homeownership are not able to purchase a home.

Promoting homeownership opportunities through these partner organizations will not only identify prospective low to moderate income homebuyers and members of protected classes but will also create capacity for these partner organizations to serve additional households on their waiting lists. Data from the 2022 Assessment of Fair Housing indicates that individuals participating in the Housing Choice Voucher program or on the waitlist for housing assistance from the Housing Authority of Thurston County are more likely to be Black, Indigenous and people of color, people with disabilities, and other members of protected classes. For example, Black households comprised 11% of the Housing Choice Voucher Program participants in the City of Olympia, compared to 2.8% of the general population, and 20% of applicants on the waiting list for assistance from the Housing Authority of Thurston County identified as Black or African American. NWCDC will also work in partnership with the Black Home Initiative to advertise homes for sale through their network to promote home ownership for low to moderate income Black households. New down payment and closing cost assistance through the Washington State Housing Finance Commission's Covenant Homeownership Program can assist these households in making their first home purchase.

ii. [Protections for Residents](#)

While most resident protections are needed to safeguard residents' interests from the profit motive of investor owners and operators, limited equity cooperatives remove entirely the profit motive, create better alignment between residents and the cooperative (also residents), and create an ultimate resident protection: democratic control over the cooperative as whole.

Washington State has strong resident protections for rent increase notice requirements. Specifically, a landlord seeking to increase the rent upon expiration of the term of a rental agreement of any duration shall notify the tenant in writing three months prior to the effective date of any increase in rent. Within a resident owned cooperative, members can themselves waive this notice requirement as they are also owners and have a voice in the decision to increase rents. The statutory requirement would apply to anyone without an active membership in the cooperative. In practice, most limited equity cooperatives follow the three month rule as it better aligns with their property managers and cooperative attorney's expectations and systems.

Regarding renewable leases, the cooperative will use perpetual occupancy agreement in place of a termed lease. This occupancy agreement grants the member perpetual and exclusive right to occupy their lot. This means the resident has a perpetual right to live

there so long as they continue to meet their duty to pay their lot fees and follow community rules.

Members will be owner occupants of the manufactured homes and, with that ownership, have the right to sell or dispose of their individual homes. Individual homes will have individually recorded low-income covenants that will restrict sales to income qualified buyers or require a recapture of subsidy. Sellers of manufactured homes in the cooperative must provide notice to the potential buyer that additional requirements must be met to occupy the lot within the cooperative. Specifically, the cooperative can screen applicants for creditworthiness and some criminal background records, verify that the buyer will be an occupant of the home, and limit occupancy of lots to income qualified households. Besides fulfilling low-income requirements, the cooperative follows non-discriminatory procedures for screening and accepting applicants.

Because limited equity cooperatives require owner occupancy, there are restrictions on subleases. The goal is to ensure the highest and best use of the manufactured home park is to provide affordable housing rather than allowing homeowners to use their asset as an income-generating rental property. The board of directors is empowered to allow subleases where there is hardship, a need for a live-in caregiver, or the resident is leaving for temporary deployment.

As for notice of sale of the entire property, the community would first have a full membership vote to decide if such a decision was supported by residents. Because the cooperative employs a limited-equity structure, residents have no economic incentive to sell the community and the threat of resale or redevelopment is effectively removed. Even if the residents did vote to sell, their bylaws would require the consent of a previously identified asset steward (an affordable housing nonprofit) to consent to any sale or dissolution. The possibility of a sale is remote and, if ever pursued, would trigger Washington State's notice requirements which, in the case of a change of use, is two years.

iii. Encouraging Access for Underserved Communities & Persons

NWCDC will establish a reduced loan for each resident aligning with their ability to pay considering both land rent and utility costs. Financing available will have reduced underwriting criteria, providing a lower barrier to entry for low to moderate income households. These payments will establish a site specific revolving loan fund for all future residents of the site, ensuring permanent affordability for all future homeowners. Not only will this project support the initial low-income homeowners, but funds are being captured to support future low-income homeowners for many years to come, compounding the impact of this project.

Individual homes being initially sold or transferred to residents with the use of down payment assistance or other subsidy shall include terms for recapturing subsidy or requiring subsequent buyers to be qualified as low income.

Residents who do not own a vehicle will be able to access community resources through easily accessible public transportation operated by Intercity Transit. The site is located along a high frequency transit corridor with bus service every 15 minutes and connections to multiple nearby routes. Providence St. Peter's Hospital is located less than one quarter mile from the site, with many additional healthcare services located less than a mile from the site (including behavioral health and medical specialists).

2. Environment and Resilience

i. Significant Hazards

According to FEMA's National Risk Index, Thurston County's risk index is relatively high with a score of 96.21. Compared to the rest of the U.S., Thurston County's expected annual loss and community resilience are relatively high. The highest hazard risks are earthquakes, ice storms, landslides, and volcanic activity. Additionally, over the last several years, the region has experienced significant impacts from wildfire smoke during the late summer.

Staff will utilize methods outlined in HUD's Community Resilience Toolkit to address relevant hazards. Mitigation measures will be implemented during project design and development for each significant hazard to enhance the resilience of the manufactured homes and surrounding environment.

- Ice storms - fully insulated building envelopes, including piping. All homes installed will be skirted, unlike older mobile homes that had exposed utilities under the vehicle. Homeowner education will be provided regarding water main shutoff locations and safety related to ice storms. Homeowners will also be encouraged to develop a "buddy system" to ensure neighbors are accounted for in a hazardous weather event.
- Earthquakes - following building code requirements related to seismic hazards.
- Landslides - installation of retaining walls, usage of ground cover plants, installation of flexible pipe fittings, proper grading and engineering of slopes, adequate drainage.
- Wildfire smoke - ensuring airtight building envelopes. The manufactured homes will be equipped with energy-efficient ductless heat pumps which will allow residents to receive necessary cooling during hazardous events while ensuring wildfire particulate matter does not enter the homes.

ii. Addressing Current and Future Threat of Natural Hazards

At baseline, temperatures in Olympia are several degrees warmer than the state average, though average annual mean temperatures are projected to follow a similar warming

trajectory to those of the state. The definition of what is considered an extreme heat event varies by location. Historically, “hot days” (defined as days on which the maximum temperature is greater than 100°F) were rare in Olympia. However, as the climate changes, these events are projected to occur more frequently (ICLEI Climate Conditions Report - City of Olympia Climate Risk and Vulnerability Assessment).

Humidex is a measure that considers temperature and humidity to approximate “felt” temperature. 90°F Max Humidex Days—which have a dangerous combination of hot weather and humidity—are expected to increase significantly in Olympia. The 1980-2009 baseline indicates that Olympia could expect to experience 90°F Max Humidex, on average, 14 days annually in past years. As the climate changes, 90°F Max Humidex days are projected to occur more often: as early as the 2030-2059 period, Olympia could have around 24.2 additional 90°F Max Humidex days each year (ICLEI).

Mitigation measures for increasingly hot summers will be incorporated into home designs in the community. Homes will be equipped with energy-efficient heat pumps, which will provide cooling. Access to cooling equipment in the Northwest is behind national averages. The manufactured homes will feature the installation of solar panels and power banks. Power banks will ensure electricity, heating and cooling will be available to residents during hazardous weather events, increasing the resiliency of each home.

Low- and moderate-income households historically have had less access to energy-efficient appliances and cooling equipment. Installation of solar panels and ductless heat pumps promotes economic and climate equity among low and moderate income households, a demographic that is often excluded from energy savings that are offered by solar installations. A portion of the Program Income received from this project will be set aside for a cooperative fund that provides emergency preparedness supplies and resources for responding to disasters.

The City has implemented Energize Olympia, a group purchase ductless heat pump campaign that selects and vets local installers and provides significant savings to residents. The City has invested over \$100,000 in CDBG funding in partnership with South Puget Sound Habitat for Humanity to provide fully subsidized installations for low and moderate income households. Project design for this manufactured home community will include the installation of ductless heat pumps in each home.

Construction of manufactured homes will be compliant with 24 C.F.R. Part 3280, Federal Manufactured Home Construction and Safety Measures. Further mitigation measures will include compliance with Washington State building codes related to housing construction. Each of the significant environmental hazards will be addressed during design and construction. Additionally, all appliances in the homes will be Energy Star certified to ensure energy efficiency and cost savings for low- and moderate-income homeowners. The home envelopes will be fully sealed to ensure climate resilience during heat and cold weather events.

iii. Environmental Justice

The project will advance environmental justice by expanding environmental benefits in an underserved community. The proposed infrastructure and road design will be multimodal and is along a high-density transportation corridor intended to serve public transit. The City of Olympia has a free public transportation system that will provide service close to the project site. The future manufactured home community will include intentionally designed green spaces, expanded and separate bike lanes, and ADA accessible walkways connected throughout the community and the planned road. The project design will feature a green street, a complete street that incorporates green infrastructure elements to help manage stormwater and protect against climate hazards such as extreme heat and inland flooding.

Neighborhood design will encourage multimodal transportation and will afford residents easy access to local retail, restaurants, parks, healthcare, and employment centers. The benefits of multimodal transportation reflect many of the City's values and commitments to enriching the lives of residents. Areas of benefit include equity, environmental and health for community members.

The project site is located in a J40 census tract, #53067010300. According to the Climate and Economic Justice Screening Tool, this tract is considered disadvantaged because it meets one burden threshold and the associated socioeconomic threshold. The census tract is in the 69th percentile for households with income less than or equal to twice the federal poverty level. Local and federal investment in this area is critical as residents have been historically disadvantaged.

Due to the current encampment on the project site, the existing wetlands have experienced several fire events. Site design will include fireproofing measures as well as barriers to the wetland areas. Site design will also include flooding mitigation measures along the egress and road as the project site is bordering floodplains.

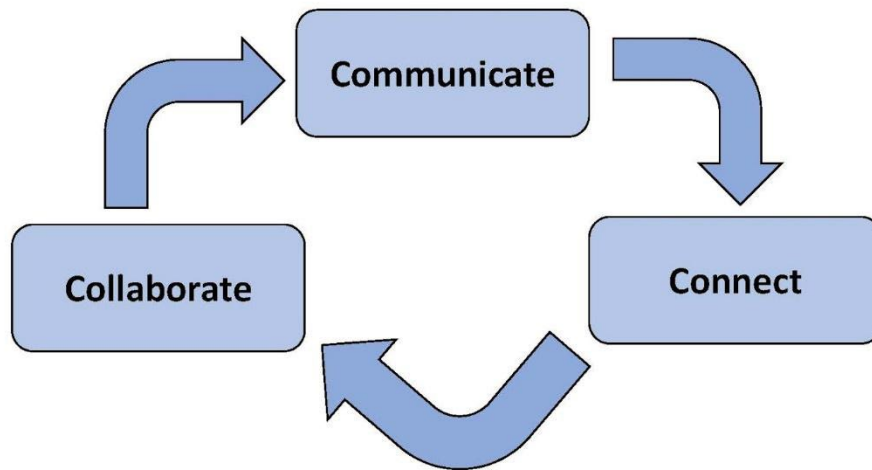
As temperatures rise nationally, unfortunately the number of seniors and people with disabilities who die during extreme heat events also rises. According to an Associated Press analysis of Centers for Disease Control and Prevention Data, in the summer of 2023, more than 2,300 people died in the U.S. in relation to excessive heat. Deaths are expected to rise as this trend of extreme heat events continues to be prevalent across the country. The inclusion of air conditioning provided by energy efficient heat pumps is justice for the low income households that will have an escape from the rising temperatures.

<https://apnews.com/article/record-heat-deadly-climate-change-humidity-south-11de21a526e1cbe7e306c47c2f12438d>

3. Community Engagement

i. Diver Stakeholders Participation

The City of Olympia strives to go beyond transparency in its community outreach efforts to follow the ideal of “nothing about us, without us.” In this approach, the City of Olympia will implement a community engagement model that focuses on communication, collaboration and connection. Olympia will follow this approach along two tracks: outreach to residents of the homeless encampment and outreach surrounding the new manufactured home community.



As this project is sensitive in nature, communication about the specific project and location has been limited. In particular, outreach to encampment residents has not yet occurred. Both the City of Olympia and Thurston County have engaged a diverse group of stakeholders regarding matters related to the management of our homeless crisis response system. Historically, as imminent removals of encampments and displacement of people have occurred, both entities have worked collaboratively and swiftly with local service providers, local governments, and encampment residents to ensure that the transition of individuals is completed using best practices. Individuals who have been displaced from encampments have not been asked to leave without an offer of shelter or housing, and regular, consistent outreach and communication has been done through a coordinated effort with partners.

City of Olympia Homeless Response Team and partnering social service providers, funded by Thurston County, currently work with residents of the Jungle. These existing relationships will be critical when it is appropriate to communicate with encampment residents regarding plans to relocate residents. The City of Olympia will **communicate** directly with encampment residents through existing outreach efforts once the project is funded. This communication will provide details around the acquisition of the property and the anticipated impact and timing for residents of the encampment. This communication will occur through face-to-face conversations as well as posted information and flyers at the site.

In addition to communication efforts, the City of Olympia will **connect** with stakeholders such as nonprofits who provide outreach services, nonprofits who may provide shelter and housing to

individuals being displaced, local businesses and organizations who will be impacted by the removal of the encampment, and input from the individuals residing at the encampment. Additionally, Thurston County established the Lived Experience Housing Steering Committee (LEHSC), composed of persons with lived experience of homelessness who reflect identities over-represented in the homeless response system, including Black, Indigenous, and people of color and LGBTQIA+ individuals. This group has a primary focus on reviewing strategies in Thurston County's Homeless Crisis Response Plan from an equity perspective. The City of Olympia will work with the LEHSC regarding the relocation of residents from the Jungle, who will provide feedback and input on the engagement plan to ensure that plans are truly trauma-informed and meaningful.

Following this connection with stakeholders and the LEHSC, the City of Olympia will form a group of representatives from the encampment to **collaborate** on the development and implementation of the relocation plan. This collaboration will engage with residents in a trauma-informed manner to get input and buy-in around efforts to relocate residents to a near-by tiny home village, if other permanent housing solutions are not available. Following this collaboration, the City of Olympia will **communicate** with residents and the broader community regarding the relocation plan and continue to communicate, connect and collaborate through the relocation of residents.

In regard to the portion of the project that proposes the development of the manufactured housing community, the City of Olympia, Thurston County, and Northwest Cooperative Development Center (NWCDC) will **communicate** with a diverse range of stakeholders throughout the stages of the project. Information regarding the proposal will be posted in the paper of record and on jurisdiction websites. Social media posts will be created to notify community members of the proposal and the opportunity to submit public comment during the public comment period. The City of Olympia will also utilize their 'Engage Olympia' site, a project-based engagement platform, to seek input from community members throughout the process. In order to reach diverse communities, all of the documents that will be posted online can be translated into multiple languages upon request and accessibility information will be included so individuals with disabilities can participate in the public comment process. Documents related to the project will also be distributed to local providers through the various housing and homelessness response networks, to encourage feedback from impacted communities and their representatives.

As outlined previously in the timeline, NWCDC, with City participation, will host two public forums. These forums will serve several purposes: namely to spread awareness of the overall project, explain how the affordability requirements and cooperative structures will operate, and to spur interest in potential future homeowners. Potential residents will be encouraged to register their interest in buying a co-op home and the project will utilize waitlists assembled by two local nonprofits.

The City has previously partnered with the NWCDC to **connect** with the community around issues related to homeownership. This work included one-on-one and group meetings with local realtors, builders, and affordable housing providers. In the development of the homeownership study, NWCDC staff met with the State's Department of Commerce, the local Habitat for

Humanity affiliate, the region's Black Home Initiative, Washington's Housing Finance Commission, housing land trusts, several lenders, and the Washington Homeownership Resource Center. These stakeholder interviews painted a clear picture that the City needed more starter homes with accessible entry prices for residents trying to leave the cycle of renting. With concerns about affordable housing stock becoming unaffordable in future years, shared equity was often cited as the most likely method to ensure subsidy investment would result in self-sustaining and continually affordable ownership opportunities. Completion of this limited equity cooperative manufactured home project will accomplish several recommendations that came from this public engagement and its resulting report to the City.

As the project moves forward, NWCDC will continue this connection with stakeholders and prospective residents to market the opportunity to key target populations, with specific intent to reach underserved or historically marginalized communities. In addition, these connections will inform policies and guidelines around application processes and selection of new homeowners. Prioritization of applicants will consider income qualification and historical housing experience.

Resident-owned communities, by nature, require the involvement of the resident owners. NWCDC will **collaborate** with new resident owners to organize and incorporate the cooperative. Through this process, NWCDC will work with residents to establish and democratically ratify community rules, organizational bylaws, and key policies. Organizing the cooperative will bring together residents to form a democratically elected board of directors and, likely, several resident committees.

NWCDC further **collaborates** with residents through regular coaching and technical assistance to the cooperative and its directors. The resident board will meet monthly to oversee day to day management of the community and, at least annually, all residents will convene for a membership meeting to make major decisions such as bylaws amendments, budget approval, and elections of directors. NWCDC staff will participate in both board and membership meetings, helping build the cooperative's capacity to draft agendas, facilitate meetings, understand financial reports, oversee management and vendors, engage in capital planning, and run open elections. Cooperatives rely on and foster collaboration among residents. NWCDC will provide ongoing technical assistance to the cooperative to ensure this process is supported with time-tested methods.

ii. Alignment with Existing Community Plans and Policies

The proposed project aligns with several City of Olympia and regional community plans and policies. These include Olympia's One Community Plan, Olympia's Transportation Improvement Plan, Olympia's Affordable Homeownership Study, regional Comprehensive Plans, Olympia, Lacey, and Tumwater's Housing Action Plans, the Thurston County Assessment of Fair Housing, and the Thurston County Homeless Crisis Response Plan.

A. One Community Plan

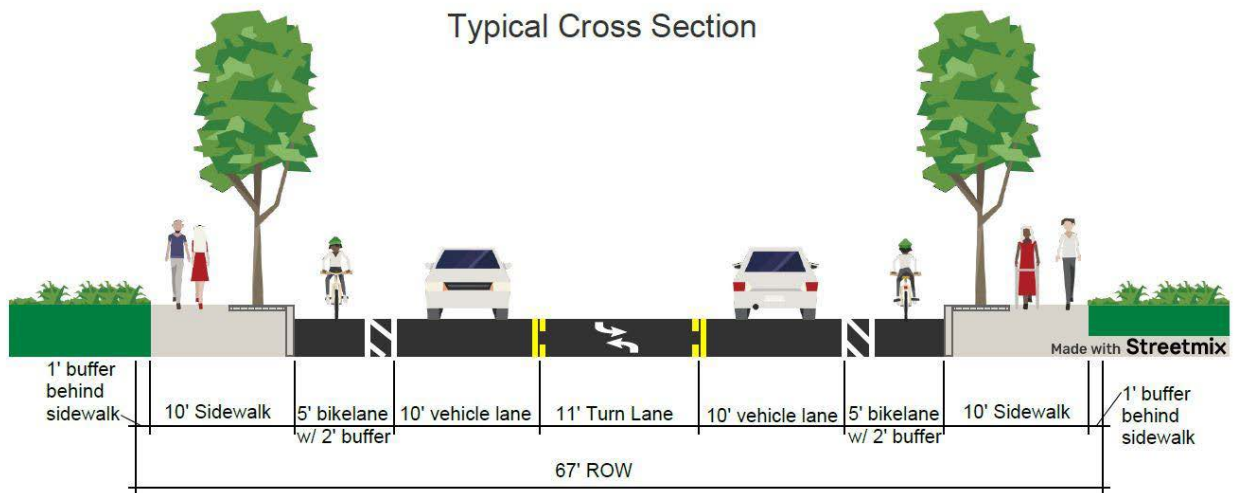
In 2018, the Olympia City Council declared homelessness a public health emergency and Thurston County declared it a public health crisis. Several swift actions were taken to help

house Olympia’s houseless population. The City Council recognized a more planned and coordinated long-term response was necessary to have a lasting and sustainable impact.

In March 2019, the City of Olympia launched a year-long planning effort directed at finding community agreement around how to respond to the homeless crisis. A participatory leadership approach was used to identify community-based solutions to the myriad of complex challenges associated with the homeless crisis. The process involved a community work group and listening to the voices, including those with lived experience, of more than 1,200 people who shared their concerns and their suggestions for addressing homelessness as a community. From this process emerged the One Community Plan, which was adopted by ordinance in 2020 and was recognized in 2021 by the Washington Chapter of the American Planning Association under the community engagement category for its outstanding contributions to the field of planning. The plan identifies three focus areas for addressing homelessness and its impacts on the community. Those are: streamline rapid response and wrap-around services, expand affordable housing options and homelessness prevention, and increase public health and safety. The proposed project addresses each of these focus areas. It expands upon existing outreach efforts to the encampment’s residents to relocate them to a safer and healthier living situation. It then expands affordable housing by constructing a new resident owned manufactured home community. Combined, these efforts increase the health and safety of encampment residents, the manufactured home owners, neighboring businesses and the community at-large.

b. Olympia Transportation Improvement Plan

The City’s Transportation Improvement Plan places a focus on providing access by car and foot to goods and services. The Plan visualizes Olympia’s street network as a well-connected system of small blocks, allowing short, direct trips for pedestrians, bicyclists, transit users, motorists, and service vehicles. The plan calls for the installation of a major collector street connecting Pacific Avenue Southeast (located to the south of the Jungle) to Ensign Road (located to the north of the Jungle).



c. Olympia Affordable Homeownership Study

In February 2024, a consultant concluded an analysis of efforts that the City of Olympia can take to increase the production of homeownership units and to identify strategies to support long-term housing affordability through homeownership for low and moderate income households. That work included, among other things, recommendations of new programs, best practices for expanding homeownership for low-income residents, exploration of promising homeownership models, and suggestions for funding mechanisms that could support increasing homeownership for low-income households.

d. Region-wide Comprehensive Plans

Thurston County and its jurisdictional entities are currently in the process of updating their comprehensive plans. Recent updates to Washington State's Growth Management Act now require counties and their jurisdictional partners to plan for housing at all income levels to accommodate projected population growth. Across Thurston County, 54,000 new housing units are needed to accommodate the County's projected population growth. In Olympia alone, this amounts to roughly 12,500 units within the city boundaries and additional units in its growth management area. Units affordable at all income levels are needed. The proposed project will provide homeownership units for households with incomes between 50 and 80% of area median income.

e. Olympia, Lacey, and Tumwater Housing Action Plans

Because Olympia, Lacey, and Tumwater are so closely geographically located and operate within the same housing market constraints, the cities each adopted a Housing Action Plan in 2021 that includes the same six strategies for increasing the production and preservation of affordable housing. These strategies are:

1. Increase the supply of permanently affordable housing for households that make 80 percent or less of the area median income.
2. Make it easier for households to access housing and stay housed.
3. Expand the overall housing supply by making it easier to build all types of housing projects.
4. Increase the variety of housing choices.
5. Continually build on resources, collaboration, and public understanding to improve implementation of housing strategies.
6. Establish a permanent source of funding for low-income housing.

Each of the cities' Housing Action Plans include several actions under multiple strategies related to manufactured home communities and homeownership opportunities. Actions include recognizing manufactured and modular housing as a viable form of housing construction, allowing manufactured home communities in areas zoned for commercial and multifamily use, and establishing a program to preserve and maintain manufactured home communities. The cities have been successful in carrying out their Housing Action Plans. Olympia has completed 19 of 71 actions found in its plan and is actively working to accomplish another 20 actions. Frequent collaboration between the City's Housing and Homeless Response, Community Planning and Development, Climate, and Economic Development staff has made this possible. The tone for this support is set by the City

Council, which annually adopts an annual work plan that routinely includes several affordable housing projects and priorities.

f. Assessment of Fair Housing

In 2022, the Assessment of Fair Housing was drafted. Over 600 community members participated in a survey to assess fair housing barriers and priorities in Thurston County. Respondents prioritized these four strategies to increase equity, address housing disparities and achieve fair housing choice and access in Thurston County.

1. Increase affordable housing and/or financial assistance for housing for low-income individuals and families
2. Increase access to homeownership
3. Increase housing in a variety of types and sizes to meet various family sizes and needs
4. Reduce barriers to accessing housing (ex: criminal history, credit history)

The proposed project aligns with the top three priorities.

g. Homeless Crisis Response Plan

The Homeless Crisis Response Plan (HCRP) guides county-wide responses to homelessness. The plan outlines the mission, vision, core values, key goals, strategies, and many of the important implementation actions necessary to successfully resolve homelessness in Thurston County. The HCRP is the community-based framework for a strategic, focused approach to ending homelessness. Among several other measures, the plan calls for strategies such as utilizing the county-wide coordinated entry system for placement of homeless individuals into permanent housing, creating a by-name list of individuals in the county who are experiencing homelessness, developing and implementing best practices for outreach to and engagement of houseless individuals, and increasing affordable housing stock. The City of Olympia and its partners will follow guidance and best practices outlined in the HCRP and One Community plan as residents of the unsanctioned encampment are relocated to healthier, safer housing options.

Exhibit E: Capacity

1. Applicant Experience

i. Experience Managing Projects

The City of Olympia has substantial experience in managing a wide variety of community development projects similar in nature to the one proposed in this grant application. Two notable projects managed by the City's Housing and Homeless Response Team in coordination with its Economic Development team and Community Planning and Development team are the City's efforts to develop vacant property into affordable housing along Franz Anderson Road Southeast and at 3900 Boulevard Road. These projects involve the City of Olympia identifying an affordable housing need within our community, purchasing vacant land, partnering with a non-profit affordable housing developer to conduct infrastructure improvements and construct housing that will remain affordable in perpetuity; and then making the affordable housing available to those most in need within our community. In partnership with Low Income Housing Institute, the Franz Anderson project will produce 72 units of multi-family rental permanent supportive housing for homeless individuals. In partnership with South Puget Sound Habitat for Humanity, the 3900 Boulevard Road project will produce 112 single-family and duplex homeownership units for households with incomes between 60% and 80% of area median income in addition to commercial space and infrastructure improvements. This is a very unique project to the region as it works to establish a land trust financing model and also prioritize seniors and aging in place.

In both projects, the City has thus far purchased the property; identified a non-profit developer; executed a real estate purchase and sale agreement outlining the timeline and conditions of the sale of the land to the developer and the end use of the land; worked closely with the developer to pursue cost savings within the City's control, such as impact fee exemptions and parking exemptions; and assisted, where needed, with identifying and pursuing state and federal financing for the projects. These projects are anticipated to start construction in 2026 and be available to low-income households within eighteen months.

Another project managed and implemented by the City's Housing and Homeless Response Team is a state-wide initiative known as the Encampment Removal Program. Over the last year, the City's Housing and Homeless Response Team has been working regionally with service providers and state agencies to implement Washington State Governor Jay Inslee's Encampment Resolution Program Initiative. During this time, the City has used trauma-informed practices to relocate dozens of formerly homeless residents from encampments along state right-of-way properties and house them at permanent supportive housing sites.

Other examples of the City's Housing and Homeless Response Team's project portfolio include renter protection policies; fair housing, anti-displacement and homeownership studies; and office-to-residential conversion development. The City's CDBG program

includes a rental rehabilitation program which includes an existing portfolio of nearly \$3,000,000 in improvements to local affordable rental housing.

In 2023, the City of Olympia's Housing Team was awarded a place in the national competition to participate in the Peer Cities Network through the Housing Solutions Lab at the NYU Furman Center. Olympia staff received technical assistance to further its efforts to encourage office-to-residential housing adaptive reuse. Jacinda Steltjes, the City's Affordable Housing Program Manager, is already making connections with firms to redevelop and produce affordable housing in the Downtown core. Last year, the City's Housing Team also succeeded in winning a cash prize from the U.S. Department of Energy's Buildings Up! Program. The City is utilizing the cash prize to provide energy efficiency upgrade technical assistance to property owners providing affordable rental housing.

The City's Public Works Department has a successful history completing infrastructure projects similar to those proposed in this grant and is familiar with working with Housing and Homeless Response staff on housing related projects. The Public Works Department is also well-versed in community outreach and engagement. The City's Transportation Master Plan outlines priorities for multimodal transportation and enhanced public safety features. Olympia is currently undertaking seven major transportation capital projects to improve safety and walkability for residents. Our Capital Facilities Plan is updated annually with community priority projects.

ii. Experience Using Grant Funds

The City of Olympia serves as an entitlement community for CDBG funds from the U.S. Department of Housing and Urban Development (HUD). Olympia has served as an entitlement community since 1982, distributing over \$15 million in CDBG funding in the community during that time. The City participated in the Section 108 Loan Guarantee Program in 2012, leveraging its entitlement award for a \$1.2 million loan for economic development activities. The City has completed a variety of eligible activities with CDBG funding and has subject matter expertise in acquisition, rehabilitation, public facilities improvements and public services. Olympia also has fully expended its \$600,000 in CDBG-CV funding to prevent, prepare for and respond to the COVID-19 epidemic. While not directly familiar with DRGR, City staff are highly specialized in grant management in other federal grant systems such as IDIS. Staff will prioritize training in the DRGR system to ensure compliance with system requirements.

The City of Olympia, in partnership with affordable housing developers, has been successful in the last two years in securing Connecting Housing to Infrastructure Program (CHIP) grant funds from the Washington State Department of Commerce. CHIP was created in 2021 to partially fund utility connections for affordable housing projects. One of Olympia's CHIP grants was secured for a multi-family rental project. Another was secured for a homeownership program. The City is the direct recipient of these grant funds. The City then disburses the funds as a reimbursement issued to the developer via funding draws. The City anticipates this funding will be made available again as early as fall 2024 and intends to pursue another CHIP grant for this project.

Thurston County also serves as the entitlement recipient of federal CDBG and HOME Investment Partnership Program funds. Thurston County has participated in the CDBG program as an Urban County since 2013 and has signed agreements with the cities of Lacey, Tumwater, Rainier, Tenino, and Yelm and the Town of Bucoda to comprise the Urban County. Thurston County has a signed Interlocal Agreement with the City of Olympia to form the HOME Consortium in which Thurston County is designated as the Representative Member that serves as the lead entity for the Consortium. In total, since 2005, Thurston County has successfully managed \$27.8 million in combined CDBG and HOME funds.

In managing these funds, Thurston County's Office of Housing and Homeless Prevention (OHHP) has overseen a wide variety of projects, including affordable homeownership, new construction of single-family and multi-family units, homeowner rehabilitation, infrastructure improvements, and the construction or rehabilitation of community facilities.

Additionally, in response to the COVID-19 pandemic, Thurston County received direct allocations from the U.S. Department of the Treasury under the Emergency Rental Assistance programs (ERA-1 and ERA-2) for approximately \$15.9 million. In addition, through the Washington State Department of Commerce, Thurston County received an additional \$28.4 million in ERA-1 and ERA-2 funding. Thurston County effectively managed and distributed these funds while meeting all deadlines and requirements for expending these funds.

Key Staff

City of Olympia

The City of Olympia has dedicated staff to seek out this funding and help administer the proposed PRICE program. Their scopes include a variety of work, however, all tasked with eliminating barriers to affordable and stable housing.

Anastasia Everett, Community Development Block Grant Program Manager, leads the City's compliant and robust CDBG Program and serves as the lead of this application. She has worked with the CDBG grant for four years at the City of Olympia. Understanding that the PRICE grant aligns very closely to CDBG, Anastasia brings in-depth knowledge of regulations and federal requirements. She will help ensure the grant is administered appropriately and meets the identified National Objective. Anastasia has key experience with federal cross-cutting requirements such as environmental review, BABA, Section 3, 2 CFR 200, and Davis Bacon and Related Acts. She has invested significant time into creation of policies and procedures to ensure a compliant CDBG program. She has also built partnerships with local nonprofits and the City's Climate program to creatively advance climate justice and equity to low and moderate income residents in Olympia. In 2023, a significant number of CDBG grantees nationwide struggled with meeting their timeliness test. Olympia successfully reduced its available funding ratio from 3 to 1.44 at the time of its

timeliness test, demonstrating compliance with timely expenditures of federal funding. Anastasia is skilled at compliantly completing substantial amendments to HUD plans and fulfilling all public participation requirements. Anastasia manages all CDBG subrecipient contracts and is skilled at ensuring milestones are met according to project scopes. She is comfortable course correcting if situations arise that require subrecipient mediation.

Jacinda Steltjes, Affordable Housing Program Manager, works primarily on housing development and cross-jurisdictional projects. She oversees all the City's affordable housing development incentive programs and works closely with nonprofit and for profit developers, City Planning and Permitting staff, and Economic Development staff to bring housing projects to fruition. Jacinda is the City's point of contact for the Thurston Regional Housing Council, a regional partnership among jurisdictions which is dedicated to housing and homeless policy and funding decisions. She also works closely with Thurston County personnel to co-staff the Thurston Regional Housing Council's Affordable Housing Advisory Board. Jacinda is currently supporting the Manufactured Housing Workgroup as well as serving as the City's staff lead on the Franz Anderson permanent supportive housing project and the Habitat for Humanity 3900 Boulevard project. Prior to employment with the City of Olympia, Jacinda spent three years managing Thurston County's CDBG and HOME programs, six years managing City of Tacoma's CDBG and HOME programs, and two years administering and overseeing Tacoma's CDBG funds for public services contracts. She has years of experience with cross-cutting regulations, including NEPA requirements, and managing large affordable housing capital projects. Jacinda is certified through the Grow America Fund as an Affordable Housing Development Finance Professional and has spent her 13-year public service career working in the fields of community development, economic development, and affordable housing.

Kim Kondrat, Homeless Response Coordinator, leads the City's Homeless Response Team with trauma-informed practices. Her team consists of one specialist and two outreach assistants who are boots on the ground with our neighbors experiencing homelessness. Kim is adept at managing multiple competing priorities and projects at once, each typically with a large community interest. She is skilled at public engagement and regularly participates in neighborhood meetings. She works closely with Olympia's service providers to build confidence and capacity.

Christa Lensen, Senior Housing Program Specialist, leads the City's efforts on tenant protection policies and fair housing efforts. Prior to working at the City, she managed an eviction defense clinic for tenants (including residents of manufactured home communities) and worked in fair housing. Her fair housing experience includes leading testing investigations at a FHIP agency, providing education, outreach and technical assistance, and conducting investigations and enforcement at a statewide FHAP agency. She led the region's efforts to update a countywide Assessment of Fair Housing in 2022. She recently completed work to assess strategies that the City of Olympia can undertake to support access to affordable homeownership with low to moderate income households, partnering with the Northwest Cooperative Development Center to create a pro-forma for a new resident-owned manufactured housing community. She is currently working on efforts to identify anti-displacement strategies and efforts to reduce racial disparities in the City's Comprehensive Plan, which will guide the City's housing planning through 2045.

An additional key partner for this project is the private land owner participating in this option agreement. The City has been in a working relationship with this local resident for a number of years and he has continuously agreed to allow service providers onto his land to support unhoused residents to connect to resources. He is now hoping to partner with the City on this project to create units of affordable housing which our community desperately needs. His willingness and understanding of this complex issue are leading factors allowing this proposal to proceed.

Together, City staff will hold the master contract with HUD for the PRICE funds and sub-contract with the identified partners to carry out the scope of the proposal. City staff will ensure capital projects meet the target development goals and no choice-limiting action is committed prior to funding agreement. All staff members have ample experience in this process after having success in several land acquisition projects. The City of Olympia is the recipient of many federal and state grants, with a clean audit history, proving to have effective processes in place to properly administer larger grants. The City has dedicated financial grants managers that work closely with partnering government agencies to meet compliance requirements. This project proposal has been discussed with all administrative support staff to ensure capacity and comfort with implementation needs.

[Thurston County](#)

Tom Webster, Senior Program Manager for Thurston County's Office of Housing and Homeless Prevention, has 30 years of experience in affordable housing. Tom has been with Thurston County for 8 years, and for the first four years he was directly responsible for managing the County's HOME and CDBG programs. Prior to joining the County, Tom worked for ICF International for 18 years where he provided technical assistance on a wide variety of HUD programs, with a focus on Healthy Homes, Lead Safe Housing Rule as well as the HOME program.

Alex Persse, Thurston County Affordable Housing Program Manager, is responsible for managing the County's CDBG program, HOME Investment Partnership program, and other state funding sources for affordable housing activities. Alex's experience includes navigation of federal cross-cutting requirements such as environmental reviews, BABA, Section 3, 2 CFR 200, and Davis Bacon and Related Acts. She also has key experience in meeting HUD requirements in the management of federal grants, including but not limited to eligibility, contracting, timeliness, and reporting.

[Northwest Cooperative Development Center \(NWCDC\)](#)

NWCDC currently serves 27 manufactured housing cooperatives across Washington State and has been a ROCUSA Certified Technical Assistance Provider for 15 years. The Center's manufactured housing program is composed of 10 staff, of which 7 are bilingual. Staff are not only trained in providing regular technical assistance to cooperatives, but in several cases bring unique specialties to the overall team including: managing community refinances, developing and implementing new training material, home placement and infill, financial analysis, organizing new cooperatives, and acquisition of new communities. Details on several key staff are outlined below:

As the Cooperative Housing Development Manager, **Victoria O'Banion** has overseen more resident owned co-op conversions than anyone at NWCDC, past and present. She has secured new sources of funding, advised state departments on legislation, and is working with several groups interested in building new resident owned communities. Successful manufactured home community conversions led by Victoria include those located in Roy, Selah, Royal City, Moses Lake, Lakewood, Bellingham, Tumwater, Mill Creek, and two in Shelton, Washington. Victoria meets with sellers and brokers to negotiate purchase and sale agreements for residents. She leads structuring calls with multiple private and public funders. She oversees purchase due diligence and troubleshoots complex closing requirements. Routinely, Victoria coordinates the efforts of surveyors, engineers, loan officers, attorneys, title companies, and public funders to complete a resident acquisition. She regularly presents at industry events, meets with city planners, and regularly corresponds with policy makers working to preserve housing.

Sam Green works as NWCDC's co-director and loan fund manager. Sam shares time between the grant administration, building the Center's lending capacity, and providing technical assistance to housing projects. Sam holds a Master of Sciences in Accounting, previously worked as NWCDC's CFO, and works with potential co-op borrowers. With a background in community organizing, Sam is experienced in group facilitation, hosting events, and sourcing stakeholder input. He brings expertise in housing cooperatives, and specifically works with community land trusts. First as a technical assistance provider and later as a marketing and acquisitions specialist, Sam has experience in all stages of manufactured home community cooperatives' development. He has drafted pro-formas, written policies, negotiated major capital repairs, and navigated local land use regulations. Sam hosted regional leadership events, developed new training modules, and created new internal team structures to facilitate delivery of technical assistance to a growing portfolio of resident owned communities. Sam helped form two community land trusts. He convened community members and facilitated the drafting and adoption of articles and bylaws. While coaching new boards of directors, Sam helped establish accounting systems, draft ground leases, and steer the groups toward applicable housing grant programs. Finally, Sam doubled the size of NWCDC's loan fund, created a subordinate lending entity, and started offering new lending products. Sam additionally created a workshop for co-ops to understand how, when, and why to get loan financing and/or grants.

Luis Sierra has years of experience conducting market assessments, delivering training, writing business plans, facilitating strategic planning, and coaching co-op boards of directors. Beyond working at NWCDC, Luis lived in a housing cooperative for years and worked at the California Center for Cooperative Development for 13 years. Within the Center's resident owned communities program, Luis both provided assistance to longstanding co-ops and shepherded nascent groups through the process of drafting organizational documents, filing articles of incorporation, and commencing operations. An example of Luis's experience: at Whispering Pines manufactured home community, Luis worked with the community to navigate their year-ten refinance. This process required drafting a new budget, completely revising the capital improvement plan, and re-examining the co-op's business assumptions. Luis met with vendors and engineers to ensure due diligence requirements of the lender were

satisfied. He successfully coached the board through this process and facilitated large group conversations during membership events.

Promoting Racial Equity

The City of Olympia has a dedicated Social Justice and Equity Commission. The Commission consists of 11 residents of Olympia with the purpose to “eliminate racism and fulfill human rights for a just and equitable Olympia for all people.” The Commission will work to identify, respond to, and ultimately reduce discrimination occurring within the city. The Commission has an annual work plan that informs City Council policy decisions. The City employs a full time Social Justice and Equity Program Manager. All City policy work must be addressed with an equity lens during the legislative process. Staff are required to complete equity frameworks to address potential gaps in underrepresented communities in all of the policy that goes to Council.

The City of Olympia recently convened community-based organizations, financial institutions, and jurisdictional partners to explore a partnership with the Black Home Initiative (BHI). BHI is a collaboration between partners in multiple fields impacting affordable homeownership for Black residents. BHI has a goal of increasing homeownership for low to moderate income Black households, and has been geographically focused in neighboring King and North Pierce counties. The City of Olympia has been in communication with BHI to discuss a potential expansion of the network into Thurston County. Participation in this network will help the City to coordinate local efforts to increase Black residents’ access to homeownership and learn from the successes of an established initiative. The City of Olympia led a regional update to the Assessment of Fair Housing in 2022, which helped identify access to homeownership as a key goal and identified gaps in the current system which could be addressed through partnership with BHI. Lastly, the City of Olympia as well as Thurston County are founding members of the Thurston Regional Housing Council (RHC), which takes into account conversations, decisions and guidance emerging from the Lived Experience Steering Committee regarding the local homeless response system. Both the RHC’s Homeless Services Advisory Board and its Affordable Housing Advisory Board prioritize board membership of individuals with lived experience of homelessness or housing instability.

Completing Environmental Reviews

City of Olympia and Thurston County staff together have significant experience in completing environmental reviews in accordance with 24 CFR part 58. Both agencies serve as Responsible Entities and complete environmental reviews for internal projects as well as non-profit subrecipients and developers. Staff are compliant with related laws and authorities, the RROF process, and have experience executing a range of environmental reviews from broad-tiered environmental reviews to environmental assessment reviews. Staff are keenly aware of choice limiting actions and will ensure the appropriate environmental review is completed prior to any activity that could trigger a choice limiting action.

Cross Cutting Regulations

The City has a robust accounting team and is in full compliance with 2 CFR 200, as demonstrated by recent federal and state audits. Anastasia Everett, Alex Persse, and Jacinda Steltjes have all completed several professional CDBG courses as well as training modules in the HUD exchange related to the URA, Davis-Bacon labor standards, and Uniform Administrative Requirements.

Both City of Olympia and Thurston County staff are experienced in implementing the many cross-cutting federal requirements that are associated with implementing projects with federal funding, including, but not limited to:

- National Environmental Policy Act
- Davis-Bacon and Related Acts
- HUD Section 3 Requirements
- Lead Safe Housing Rule
- The Fair Housing Act
- Uniform Relocation Act
- Build American, Buy America Act

Thurston County is also well-versed in compliance with 2 CFR 200, as is evidenced by the clean audits of the County's CDBG and HOME program by the State Auditor's Office over the past several years.

Exhibit F: Match or Leverage

Sources & Amounts of Match and Leveraged Funding

The firmly committed funding that is a partial match for the federal share of this application is \$7,160,000. This project proposal would impact every department and line of business the City offers, and our match reflects the broader benefit to the community. Three million dollars are committed as a match from the Transportation Capital Fund. Two million is committed from the Water and Wastewater Utility Capital Fund, and \$200,000 is committed as a 1% tax for the arts required for all new construction that the City is willing to cover for the benefit of cost reduction.

The City has entered into an option agreement with the current property owner for the property to be purchased with PRICE funding. The agreement is for two years, allowing time for the City to come up with the needed funds to purchase the site. Each year, the City will pay the owner \$80,000 as a holding fee that will count towards the final purchase price, a potential total of \$160,000. This is firmly committed and evidenced by the executed legal agreements for the Purchase and Sale Agreement of the property, an attached exhibit to the application.

The City commits to leveraging its CDBG award to apply for the Section 108 Loan Guarantee Program. The City commits to applying for up to \$1.8 million in Section 108 funding for eligible 108 activities related to the development of the PRICE project. The City will pledge its future CDBG allocations as security for the loan. If awarded PRICE funding, the City would begin the 108 application process and will have a completed application package for submission within six months from the notice of PRICE award.

The City will leverage significant staff time towards the completion of the proposed PRICE project. The City has four professional staff members who will incorporate the work necessary to compliantly administer the PRICE program. The City will leverage upwards of 1,000 hours of staff time across departments. The City's Housing team will prepare environmental reviews, follow cross-cutting requirements, manage subcontracts, and administer the grant in the Disaster Recovery Grant Reporting System (DRGR). The City's Homeless Response Team will leverage time by performing outreach to multiple audiences, including the residents currently living at the project property, service providers, and the general public. The City is leveraging its Public Works Department in site review and design, as well as public engagement for the development of the road and public safety improvements. Olympia's Legal Department is leveraging expertise and time in the preparation of legal agreements with the current project property owner and oversight to protect and ensure the proper investment of federal funds.

This project has the support of Thurston County and a commitment to dedicate their Housing and Homeless Response staff to the implementation of the proposed project. Thurston County staff will work alongside City staff to prepare public outreach plans and to ensure the safe relocation of all current property residents to permanent supportive housing.

Northwest Cooperative Development Center (NWCDC) has three staff members who will partner with the City of Olympia to implement the project. Their organizational expertise in the creation of cooperative housing models will greatly promote the success of this project. The staff time and expertise leverage for this grant is expected to be at a minimum several thousand dollars.

Funding Risks

The City has had an ongoing working relationship with the property owner for several years. Our legal team is confident in the Purchase and Sale Option Agreement executed by the included parties and sees the current owner as operating in good faith to not sell the property to any other buyer until the City is informed of the PRICE grant decision. However, the seller could decide otherwise and sell to a higher offer or a different buyer that has a quicker timeline, just like most publicly funded acquisitions. As highlighted throughout the proposal, this property is hard to develop for a private investor and has not seen much interest from other buyers this far.

The other resources include the City of Olympia Home Fund, CDBG 108, Transportation Capital Fund, and Water and Wastewater Utility Capital Fund. These funding options are committed to the project (upon HUD loan approval) by City Council and are highly unlikely to be pulled from this project.

If a partial PRICE award were to be awarded, depending on the reduced amount, the project could still be completed and the targeted AMI for residents would need to be adjusted and the revolving loan element of the project could be eliminated, creating a true interest bearing loan for the homeowners. Currently, the scope is targeting the lowest income community members that could afford to live in a resident owned community. This works out to be primarily people who are 50-80% AMI. If the full amount were not to be awarded, the project could sell all the units to 80-100% AMI residents, increasing the standard mortgage while still remaining permanently affordable.

The projected timeline of the proposal is approximately 4.5 years. This allows the project a year and a half of flexibility to ensure a timely spend down of funds. Two major elements of the project—relocation of residents and site design and permitting—will run concurrently, providing ample time for the thoughtful transition of residents and a well-planned project that will fit seamlessly into the community.

Exhibit G: Long Term Effect

1. Retaining Long-Term Affordability

This project proposes two separate layers of affordability protections to ensure residents have reasonable lot fees, public investment serves a perpetual interest, and households will still build wealth through ownership. Manufactured home communities have two distinct types of property: real property representing the underlying land along with improvements and personal property composed of the individual titled manufactured home units. In a limited equity cooperative, all the real property is owned by one legal entity, the cooperative, which itself is owned collectively by the households residing at the community. Homes are owned by individual occupants and often include a mortgage lender as a registered owner or lien holder. Accordingly, one layer of subsidy will accompany the real property and another will be placed on individual homes.

Typical resident owned community cooperatives in Washington State use no formal recorded covenants or affordability requirements. Instead the internal balance of incentives within a co-op results in rents only rising to meet actual rising operational costs or updated contributions to reserves. Because these typical co-ops rely on fixed rate debt, their debt service remains the same and operating expenses increase roughly in-line with inflation. Debt service is usually twice the monthly expenditure as operating expenses, so the cumulative result is resident owned cooperatives see year over year rent increases between 1% and 2% which is both lower than inflation and much lower than the double-digit increases in housing costs seen in Western Washington, recently. While these limited-equity co-ops do not require household applicants to be below a specific area median income, the nature of the housing results in lower income families buying the homes. Simply put, buyers of single wide manufactured homes in land lease parks, are not high income households.

This project will serve exclusively low-income residents, ranging from 50-80% of area median income. When a prospective homebuyer applies for membership in the community, they will fill out an income survey and only approve members meeting the criteria for allowed incomes. Because it is a homeownership project, income will only be tested at the time of application and residents will not provide annual income recertifications. If a homeowner is unable to find an income-qualified buyer, the cooperative will have an opportunity to purchase the home for the current value of its remaining original subsidized mortgage.

Individually, homes will each have an even amortizing loan calculated based on affordable home payments for the target area median income of the household and a second deferred loan representing down payment assistance to be recaptured at resale. With favorable rates on the amortizing loan, residents will be able to generate wealth as they reduce principal and establish an equity position. The remaining deferred loan can be recaptured in all or in portion as the home is resold or if the target area median income for the home changes. After a period of 40 years, the deferred loan can be forgiven.

From an affordability standpoint, there are two main goals: keep lot fees affordable and keep higher income families from taking units meant to serve lower income families. The former is

built into the limited equity model. The latter is also built into the model and further ensured through recorded affordability requirements.

The City is dedicated to pushing the envelope and developing innovative solutions to our housing problems. With PRICE funding, fifty low-income families within the City of Olympia will have the privilege to become homeowners, an opportunity that is increasingly only available to wealthier and wealthier households. These funds will not only help create intergenerational wealth-building opportunities for new low-income homeowners, but will create affordable homeownership for future buyers into perpetuity. PRICE funds will facilitate transitions from unsheltered homelessness to safety and stability for encampment residents at the Jungle. This project has the potential to transform a landscape that has been a place of hardship into a place of hope.

DRAFT

Attachment A: Advancing Racial Equity

To be included in final application.

DRAFT

Attachment B: Affirmative Marketing

Not included in draft application. Will be submitted to HUD with completed grant application.

DRAFT

Attachment C: Affirmatively Furthering Fair Housing

Not included in draft application. Will be submitted to HUD with completed grant application.

DRAFT

Attachment D: Eligible Applicant Documentation HOME Consortium

Not included in draft application. Will be submitted to HUD with completed grant application.

DRAFT

Attachment E: Evidence of Partnership Letters

Not included in draft application. Will be submitted to HUD with completed grant application.

DRAFT

Attachment F: Leverage Documentation

Not included in draft application. Will be submitted to HUD with completed grant application.

DRAFT

Attachment G: Application Certifications and Standard Forms

Not included in draft application. Will be submitted to HUD with completed grant application.

DRAFT

Attachment H: Summary of Public Comments

Not included in draft application. Will be submitted to HUD with completed grant application.

DRAFT

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name:	City of Olympia
Applicant Address:	PO Box 1967 Olympia WA 98507

Category				Detailed Description of Budget (for full grant period)							
1. Personnel (Direct Labor)	Estimated Hours	Rate per Hour	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Position or Individual											
City of Olympia Homeless Response Coordinator	1,040	\$50.75	\$52,780	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Olympia Housing and Homeless Response Director	1,560	\$64.50	\$100,620	\$100,620		\$0	\$0	\$0	\$0	\$0	\$0
CDBG Program Manager (5 hours/week for 6 years)	1,560	\$44.75	\$69,810	\$69,810		\$0	\$0	\$0	\$0	\$0	\$0
				\$0		\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Labor Cost			\$223,210	\$170,430	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2. Fringe Benefits	Rate (%)	Base	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
City of Olympia Homeless Response Coordinator	40.00%	\$52,780	\$21,112	\$0		\$0	\$0	\$0	\$0	\$0	\$0
City of Olympia Housing and Homeless Response Director	40.00%	\$100,620	\$40,248	\$0		\$0	\$0	\$0	\$0	\$0	\$0
City of Olympia Program Manager	40.00%	\$69,810	\$27,924	\$0		\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
Total Fringe Benefits Cost			\$89,284	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: City of Olympia											
3. Travel											
3a. Transportation - Local Private Vehicle	Mileage	Rate per Mile	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Not Applicable		N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Trans - Local Private Vehicle			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3b. Transportation - Airfare (show destination)	Trips	Fare	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Not Applicable	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Transportation - Airfare			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3c. Transportation - Other	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Not Applicable	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Transportation - Other			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3d. Per Diem or Subsistence (indicate location)	Days	Rate per Day	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Not Applicable	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Per Diem or Subsistence			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Travel Cost			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4. Equipment (Only items over \$5,000 Depreciated value)	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Heat pumps	50	\$6,000.00	\$300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Solar panels	50	\$12,000.00	\$600,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Equipment Cost			\$900,000	\$900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: City of Olympia											
5. Supplies and Materials (Items under \$5,000 Depreciated Value)											
5a. Consumable Supplies	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Not Applicable	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Consumable Supplies			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5b. Non-Consumable Materials											
	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Not Applicable	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Non-Consumable Materials			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Supplies and Materials Cost			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6. Consultants (Type)											
	Days	Rate per Day	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Not Applicable	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Consultants Cost			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7. Contracts and Sub-Grantees (List individually)											
7a. Contracts	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Not Applicable	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Contracts			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7b. Sub-Grantees (List individually)	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Sub-Grantees			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Contracts and Sub-Grantees Cost			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: City of Olympia											
8. Construction Costs											
8a. Administrative and legal expenses	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Not Applicable	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Administrative and legal expenses			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8b. Land, structures, rights-of way, appraisal, etc	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Acquisition of real property (parcel #s 11818420200, 11818420100, and 09840007000)	12.59 acres	\$238,234	\$3,000,000	\$1,040,000	\$160,000	\$1,800,000	\$0	\$0	\$0	\$0	\$0
Acquisition of real property (parcel #s)	6.7 acres	\$35,224	\$236,000	\$0	\$236,000	\$0	\$0	\$0	\$0	\$0	\$0
Appraisal	1		\$4,000	\$0	4,000	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Land, structures, rights-of way, ...			\$3,240,000	\$1,040,000	\$400,000	\$1,800,000	\$0	\$0	\$0	\$0	\$0
8c. Relocation expenses and payments	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Relocation of individuals in encampment	80	\$6,250	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Relocation expenses and payments			\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8d. Architectural and engineering fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Manufactured Home Community A&E Fees											
Engineering Report	1		\$22,000	\$22,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Architectural Design			\$115,000	\$115,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ensign Road Extension A&E Fees											
Architectural and construction design (lines 105 and 106 in Ensign Rd. Ex. Budget)			6,507,809	\$6,507,809	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Architectural and engineering fees			\$6,644,809	\$6,644,809	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8e. Other architectural and engineering fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
ALTA Survey			\$15,000	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Site Assessment Phase 1 and Phase 2			\$40,000	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Other architectural and engineering fees			\$55,000	\$55,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8f. Project inspection fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Permit fees (line 103 Ensign budget)	N/A	N/A	\$216,927	\$216,927	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Project inspection fees			\$216,927	\$216,927	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: City of Olympia												
8g. Site work	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income	
Manufactured Home Community Site Work												
Erosion control			\$105,600	\$105,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Site Preparation (encampment clean-up, tree removal)			\$451,000	\$451,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Electric and Lighting infrastructure			\$234,000	\$234,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Signage, Landscaping, Sanitation			\$396,000	\$396,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Frontage improvements (curbs, driveways, site pads)			\$550,000	\$550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Water infrastructure			\$995,000	\$995,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Storm water infrastructure			\$4,195,000	\$4,195,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Waste water infrastructure			\$1,675,950	\$1,675,950	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Ensign Road Extension Site Work												
Water infrastructure			\$445,701	\$50,701	\$395,000	\$0	\$0	\$0	\$0	\$0	\$0	
Storm water infrastructure			\$2,347,333	\$2,347,333	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Waste water infrastructure			\$1,605,000	\$0	\$1,605,000	\$0	\$0	\$0	\$0	\$0	\$0	
High visibility fence			\$22,510	\$22,510	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Erosion/Water Pollution Control			\$6,275	\$56,275	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Stabilized Construction Entrance			\$14,069	\$14,069	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Compost berm			\$45,020	\$45,020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Seeding, fertilizing, mulching- erosion control mix			\$50,648	\$50,648	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Inlet Protection			\$450	\$450	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal - Site work												
			\$13,189,556	\$11,189,556	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	
8h. Demolition and removal		Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Not Applicable		N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Demolition and removal												
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
8i. Construction		Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Manufactured Home Community Construction												
50 Manufactured Homes			\$6,600,000	\$6,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Roads and sidewalks			\$583,000	\$583,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric and Lighting infrastructure			\$234,000	\$234,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Signage, Landscaping, Sanitation			\$396,000	\$396,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Frontage improvements			\$550,000	\$550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ensign Road Extension Construction												
Topsoil Type A (line 51)			\$73,158	\$73,158	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bark or wood chip mulch (line 52)			\$4,727	\$4,727	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tree Grate (line 53)			\$168,826	\$10,159	\$158,667	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cement Concrete Traffic Curb (line 54)			\$202,592	\$0	\$202,592	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Case Monument (line 56)			\$4,221	\$4,221	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Raised Pavement Marker Type 2 (line 55)			\$3,151	\$3,151	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cement Conc. Sidewalk (line 57)			\$329,211	\$0	\$329,211	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cement conc. Curb ramp (line 58)			\$27,012	\$27,012	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Illumination System (line 59)			\$225,102	\$0	\$225,102	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Traffic Signal System (line 60)			\$750,000	\$0	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Modification to Existing Traffic Signal (line 61) System			\$250,000	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permanent signage (line 62)			\$22,510	\$22,510	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plastic Line (line 63)			\$13,506	\$13,506	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plastic Wide Lane Line (line 64)			\$24,761	\$24,761	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Previous versions of HUD-424-CBW are obsolete. HUD-424-CBW (2/2003)

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: City of Olympia											
Plastic Stop Line (line 65)			\$4,885	\$4,885	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plastic Crosswalk Line (line 66)			\$18,008	\$18,008	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plastic Traffic Arrow (line 67)			\$1,013	\$1,013	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plastic Bicycle Lane Symbol (line 68)			\$3,377	\$3,377	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pedestrian Crossing Warning System, Site 1 (line 69)			\$28,138	\$28,138	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pedestrian Crossing Warning System, Site 2 (line 70)			\$28,138	\$28,138	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Temporary traffic control (line 9)			\$5,628	\$5,628	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Flaggers (line 10)			\$73,158	\$0	\$73,158	\$0	\$0	\$0	\$0	\$0	\$0
Pedestrian traffic control (line 11)			\$5,628	\$5,628	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Clearing and grubbing (line 12)			\$33,765	\$33,765	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Unsuitable excavation including hauling (line 13)			\$33,765	\$33,765	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gravel borrow including haul (line 14)			\$56,275	\$56,275	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Embankment compaction (line 15)			\$22,792	\$22,792	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gravel base (line 16)			\$430,507	\$0	\$430,507	\$0	\$0	\$0	\$0	\$0	\$0
Crushed surfacing top course (line 17)			\$126,057	\$126,057	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HMA Cl. 1/2" PG 64-22 (line 18)			\$378,171	\$0	\$378,171	\$0	\$0	\$0	\$0	\$0	\$0
Minor change (line 5)			\$28,138	\$28,138	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Record drawings (line 6)			\$3,377	\$3,377	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Spill Prevention, Control, and Countermeasure Plan (line 7)			\$1,126	\$1,126	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mobilization (line 8)			\$506,479	\$506,479	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ESC Lead			\$16,883	\$16,883	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PSIPE Tree 2 1/2 in caliper			\$39,393	\$39,393	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cement Conc. Traffic Curb (line 54)			\$202,592	\$0	\$202,592	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Construction			\$12,509,070	\$9,509,070	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0
8j. Equipment	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Not Applicable	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Equipment			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8k. Contingencies	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Manufactured Home Park Contingencies											
Development contingency			\$369,680	\$369,680	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ensign Road Extension Contingencies											
Design and construction contingency (line 99 PW budget)			3000000	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Award contingency (line 104 PW budget)			\$2,169,270	\$2,169,270	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Contingencies			\$5,538,950	\$5,538,950	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8l. Miscellaneous	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
First year insurance premium			\$7,000	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property tax proration			\$8,500	\$8,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NWCDC developer fee			\$542,924	\$542,924	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Art installation			\$216,927	\$0	\$216,927	\$0	\$0	\$0	\$0	\$0	\$0
3% annual construction inflation costs			\$1,935,213	\$1,935,213	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Miscellaneous			\$2,710,564	\$2,493,637	\$216,927	\$0	\$0	\$0	\$0	\$0	\$0

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: City of Olympia												
Total Construction Costs			\$44,604,876	\$37,187,949	\$5,616,927	\$1,800,000	\$0	\$0	\$0	\$0	\$0	
9. Other Direct Costs		Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Operating reserves				\$30,000	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lease-up reserve				\$67,500	\$67,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Audit				\$20,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rental reserves				\$450,000	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Direct Costs				\$567,500	\$567,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal of Direct Costs				\$46,384,870	\$38,825,879	\$5,616,927	\$1,800,000	\$0	\$0	\$0	\$0	\$0
10. Indirect Costs		Rate	Base	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Type												
Indirect cost rate		5.00%	\$40,869,971	\$2,043,499	\$2,043,499	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Indirect Costs				\$2,043,499	\$2,043,499	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Grant Application Detailed Budget Worksheet	OMB Approval No. 2501-0017 Expiration: 1/31/2026
--	---

Detailed Description of Budget			
	Analysis of Total Estimated Costs	Estimated Cost	Percent of Total
1	Personnel (Direct Labor)	223,210.00	0.5%
2	Fringe Benefits	89,284.00	0.2%
3	Travel	0.00	0.0%
4	Equipment	900,000.00	1.9%
5	Supplies and Materials	0.00	0.0%
6	Consultants	0.00	0.0%
7	Contracts and Sub-Grantees	0.00	0.0%
8	Construction	44,604,876.00	92.1%
9	Other Direct Costs	46,384,870.00	95.8%
10	Indirect Costs	2,043,498.55	4.2%
	Total:	48,428,368.55	100.0%
	Federal Share:		
	Match (Expressed as a percentage of the Federal Share):		

This form is to be used to provide detailed budget information regarding your proposed program. If your program requires you to provide program activity information you should use a separate HUD-424-CBW to provide information related to each program activity. The detailed information provided on this form can be summarized on the HUD-424-CB form by checking the "All Years" box at the top of the form and inputting the summary information.

Item	Discussion
1 - Personnel (Direct Labor)	<p>This section should show the labor costs for all individuals supporting the grant program effort (regardless of the source of their salaries). The hours and costs are for the full life of the grant. If an individual is employed by a contractor or sub-grantee, their labor costs should not be shown here.</p> <p>Please include all labor costs that are associated with the proposed grant program, including those costs that will be paid for with in-kind or matching funds.</p> <p>Do not show fringe or other indirect costs in this section.</p> <p>Please use the hourly labor cost for salaried employees (use 2080 hours per year or the value your organization uses to perform this calculation). An employee working less than full time on the grant should show the numbers of hours they will work on the grant.</p>
2 - Fringe Benefits	<p>Use the standard fringe rates used by your organization. You may use a single fringe rate (a percentage of the total direct labor) or list each of the individual fringe charges. The spreadsheet is set up to use the Total Direct Labor Cost as the base for the fringe calculation. If your organization calculates fringe benefits differently, please use a different base and discuss how you calculate fringe as a comment.</p>
3 - Travel	
3a - Transportation - Local Private Vehicle	<p>If you plan on reimbursing staff for the use of privately owned vehicles or if you are required to reimburse your organization for mileage charges, show your mileage and cost estimates in this section.</p>
3b - Transportation - Airfare	<p>Show the estimated cost of airfare required to support the grant program effort. Show the destination and the purpose of the travel as well as the estimated cost of the tickets.</p> <p>Each program notice of funding opportunity (NOFO) discusses the travel requirements that should be listed here.</p>
3c - Transportation - Other	<p>If you or are charged monthly by your organization for a vehicle for use by the grant program, indicate those costs in this section.</p> <p>Provide estimates for other transportation costs that may be incurred (taxi, etc.).</p>
3d - Per Diem or Subsistence	<p>For travel which will require the payment of subsistence or per diem in accordance with your organization's policies. Indicate the location of the travel.</p> <p>Each program NOFO discusses the travel requirements that should be listed here.</p>
4 - Equipment	<p>"Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.</p> <p>Each program NOFO describes what equipment may be purchased using grant funding.</p>
5 - Supplies and Materials	<p>"Supplies" means all tangible personal property other than those described in the definition of equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life.</p> <p>List the proposed supplies and materials as either Consumable Supplies or as Non-Consumable Materials.</p>
5a - Consumable Supplies	<p>List the consumable supplies you propose to purchase. General office or other common supplies may be estimated using an anticipated consumption rate.</p>
5b - Non-consumable materials	<p>List furniture, computers, printers, and other items that will not be consumed in use. Please list the quantity and unit cost.</p>
6 - Consultants	<p>Indicate the consultants you will use. Indicate the type of consultant (skills), the number of days you expect to use them, and their daily rate.</p>
7 - Contracts and Subgrantees 7a - Contracts 7b - Subgrantees	<p>List the contractors and sub-grantees that will help accomplish the grant effort. Examples of contracts that should be shown here include contracts with Community Based Organizations; liability insurance; and training and certification for contractors and workers.</p> <p>If any contractor, sub-contractor, or sub-grantee is expected to receive over 10% of the total Federal amount requested, a separate Grant Application Detailed Budget (Worksheet) should be developed for that contractor or sub-grantee and the total amount of their proposed effort should be shown as a single entry in this section.</p> <p>Unless your proposed program will perform the primary grant effort with in-house employees (which should be listed in section 1), the costs of performing the primary grant activities should be shown in this section.</p> <p>Types of activities which should be shown in this section:</p> <ul style="list-style-type: none"> · Contracts for all services · Training for individuals not on staff · Contracts with Community Based Organizations or Other Governmental Organizations (note the 10% requirement discussed above)

· Insurance if your program will procure it separately
Please provide a short description of the activity the contractor or subgrantee will perform, if not evident.

8 – Construction Costs	
8a – Administrative and legal expenses	Enter estimated amounts needed to cover administrative expenses. Do not include costs that are related to the normal functions of government.
8b – Land, structures, rights-of way, appraisal, etc.	Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).
8c – Relocation expenses and payments	Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.
8d – Architectural and engineering fees	Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).
8e – Other architectural and engineering fees	Enter estimated engineering costs, such as surveys, tests, soil borings, etc.
8f – Project inspection fees	Enter estimated engineering inspection costs.
8g – Site work	Enter the estimated site preparation and restoration costs that are not included in the basic construction contract.
8h – Demolition and removal	Enter the estimated costs related to demolition activities.
8i – Construction	Enter estimated costs of the construction contract.
8j – Equipment	Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.
8k – Contingencies	Enter any estimated contingency costs.
8l – Miscellaneous	Enter estimated miscellaneous costs.
9 - Other Direct Costs	Other Direct Costs include a number of items that are not appropriate for other sections. Other Direct Costs may include: · Staff training · Telecommunications · Printing and postage Relocation, if costs are paid directly by your organization (if relocation costs are paid by a subgrantee, it should be reflected in Section 7)
10 - Indirect Costs	Indirect costs (including Facilities and Administration costs) are those costs that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. Indicate your approved Indirect Cost Rate (if any) and calculate the indirect costs in accordance with the terms of your approved indirect cost rate and enter the resulting amount. Also show the applicable cost base amount and identify the proposed cost base type.
Total Estimated Costs	Enter the grand total of all the applicable columns.
The eight rightmost columns allow you to identify how the costs will be spread between the HUD Share and other contributors (including Match funds and Program Income). This information will help the reviewers better understand your program and priorities.	



May 21, 2024

Acting Secretary Adrienne Todman
U.S. Department of Housing and Urban Development
451 7th Street, S.W.
Washington, DC 20410

Dear Acting Secretary Todman:

The City of Tumwater supports the City of Olympia's PRICE application for its Woodard Creek project. The project will acquire property and develop a new resident-owned manufactured home community. We urge the Department of Housing and Urban Development to fully fund the proposed project as it will benefit the entire Thurston County region and provide affordable homeownership opportunities for 50 low- and moderate-income households in our community.

Based on data from the Washington State Department of Commerce, the Thurston County region needs to create 54,356 new units of housing by the year 2045 to accommodate our expected growth. Of these new units, 16,701 need to be affordable for households making between 30 and 80 percent of area median income (AMI). The new units of affordable housing that will be created under the City of Olympia's proposal will be a small but critical contribution to meeting this need.

The project, by creating a resident owned community, will also help build generational wealth for households that often are unable to afford homeownership. The benefit will extend for the long-term as the project will create a revolving loan fund to ensure that future homeowners in the community will come from households in this same 50-80% AMI range.

Tumwater City Hall
555 Israel Road SW
Tumwater WA 98501

www.ci.tumwater.wa.us

In addition to the benefits provided to those households that will live in the new manufactured home community, the Woodard Creek project has substantial region-wide benefits in addressing our unsheltered homeless population. Through this project, the City of Olympia will acquire the land of the region's largest unsheltered encampment, known as the Jungle.

The encampment is negatively impacting a nearby wetland, which will be protected through this project. The City of Olympia will offer meaningful relocation support to residents of the encampment currently residing on the property. Relocation assistance will be provided from a trauma-informed perspective by offering temporary housing in a tiny home village with case management support for long-term permanent housing placement.

The public health and safety benefits that will be realized through the completion of the proposed project are substantial and will benefit our entire region. This project is a win-win-win project in providing direct and substantial benefits to our unsheltered population, future low- and moderate-income homeowners, and to our environment.

We believe Olympia's project will serve as a model project that provides a creative solution for addressing multiple challenges around homelessness and affordable housing faced by many communities.

Warm regards,



Debbie Sullivan

Mayor, City of Tumwater



City of Yelm

EST. 1924

WASHINGTON

May 30, 2024

The Honorable Adrienne Todman
Acting Secretary
U.S. Department of Housing and Urban Development
451 Seventh Street SW
Washington, DC 20410

Dear Acting Secretary Todman:

The City of Yelm strongly supports the City of Olympia's PRICE application for its Woodard Creek project to acquire property and develop a new resident-owned manufactured home community. We urge HUD to fully fund the proposed project that will benefit the entire Thurston County region and provide affordable homeownership opportunities for 50 low- and moderate-income households in our community.

Based on data from the Washington State Department of Commerce, the Thurston County region needs to create approximately 55,000 new units of housing by the year 2045 to accommodate our expected growth. Of these new units, over 16,000 need to be affordable for households making between 30 and 80 percent of area median income (AMI). The new units of affordable housing that will be created under the City of Olympia's proposal will be a small but critical contribution to meeting this need.

The project, by creating a resident owned community, will also help build generational wealth for households that often are unable to afford homeownership. The benefit will extend for the long-term as the project will create a revolving loan fund to ensure that future homeowners in the community will come from households in this same 50-80% AMI range.

In addition to the benefits provided to those households that will live in the new manufactured home community, the Woodard Creek project has substantial region-wide benefits in addressing our unsheltered homeless population. Through this project, the City of Olympia will acquire the land of the region's largest unsheltered encampment, known as the Jungle. The encampment is negatively impacting a nearby wetland, which will be protected through this project. The City of Olympia will offer meaningful relocation support to residents of the encampment currently residing on the property. Relocation assistance will be provided from a trauma-informed perspective by offering temporary

housing in a tiny home village with case management support for long-term permanent housing placement.

The public health and safety benefits that will be realized through the completion of the proposed project are substantial and will benefit our entire region. This project is a win-win-win project in providing direct and substantial benefits to our unsheltered population, future low- and moderate-income homeowners, and to our environment.

We believe Olympia's project will serve as a model project for other communities that provides a creative solution for addressing multiple challenges around homelessness and affordable housing faced by many communities.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe DePinto', with a long horizontal flourish extending to the right.

Joe DePinto, Mayor
City of Yelm



To: Acting HUD Secretary Adrienne Todman

The Thurston County Chamber strongly supports the City of Olympia's PRICE application for its Woodard Creek project to acquire property and develop a new resident-owned manufactured home community. We urge HUD to fully fund the proposed project that will benefit the entire Thurston County region and provide affordable homeownership opportunities for 50 low- and moderate-income households in our community.

Based on data from the Washington State Department of Commerce, the Thurston County region needs to create approximately 55,000 new units of housing by the year 2045 to accommodate our expected growth. Of these new units, over 16,000 need to be affordable for households making between 30 and 80 percent of area median income (AMI). The new units of affordable housing that will be created under the City of Olympia's proposal will be a small but critical contribution to meeting this need.

The project, by creating a resident owned community, will also help build generational wealth for households that often are unable to afford homeownership. The benefit will extend for the long-term as the project will create a revolving loan fund to ensure that future homeowners in the community will come from households in this same 50-80% AMI range.

In addition to the benefits provided to those households that will live in the new manufactured home community, the Woodard Creek project has substantial region-wide benefits in addressing our unsheltered homeless population. Through this project, the City of Olympia will acquire the land of the region's largest unsheltered encampment, known as the Jungle. The encampment is negatively impacting a nearby wetland, which will be protected through this project. The City of Olympia will offer meaningful relocation support to residents of the encampment currently residing on the property. Relocation assistance will be provided from a trauma-informed perspective by offering temporary housing in a tiny home village with case management support for long-term permanent housing placement.

The public health and safety benefits that will be realized through the completion of the proposed project are substantial and will benefit our entire region. This project is a win-win-win project in providing direct and substantial benefits to our unsheltered population, future low- and moderate-income homeowners, and to our environment.

We believe Olympia's project will serve as a model project for other communities that provides a creative solution for addressing multiple challenges around homelessness and affordable housing faced by many communities.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Schaffert', written over a horizontal line.

David Schaffert
President/CEO



BOARD OF DIRECTORS

Evette Temple, President
Thomasina Cooper, Vice President
Rene Lewis, Treasurer
Jeannine Roe, Secretary

Danielle Bryant, Olivia Hickerson,
Shannon Glenn, Dannette Molina,
Mary Roberts, Wayne Souza

SENIOR STAFF

Trudy Soucoup, CEO

Rachael Childs, Deputy Director

Candace Woods, Director of Finance

Nate Mazzuca, Resource Development Dir.

Jena Embry Loes, Dir. People & Culture

Ron Stewart, Dir. of Programs & Assets

Keith Garlinghouse, Property Manager

Homes First is a
501(c)(3) Nonprofit
Community Impact
Organization

Mission:

To create and maintain safe,
healthy, and affordable rental
homes for those who need them
most.

Vision:

Vibrant communities where
everyone has a safe and healthy
home they can afford, so they
have hope for a better future.

The Honorable Adrienne Todman

Acting Secretary

U.S. Department of Housing and Urban Development

451 Seventh Street SW

Washington, DC 20410

Dear Acting Secretary Todman:

On behalf of Homes First a nonprofit housing provider in Thurston County, WA, I strongly support the City of Olympia's PRICE application for its Woodard Creek project to acquire property and develop a new resident-owned manufactured home community. We urge HUD to fully fund the proposed project that will benefit the entire Thurston County region and provide affordable homeownership opportunities for 50 low- and moderate-income households in our community.

Based on data from the Washington State Department of Commerce, the Thurston County region needs to create approximately 55,000 new units of housing by the year 2045 to accommodate our expected growth. Of these new units, over 16,000 need to be affordable for households making between 30 and 80 percent of area median income (AMI). The new units of affordable housing that will be created under the City of Olympia's proposal will be a small but critical contribution to meeting this need.

The project, by creating a resident owned community, will also help build generational wealth for households that often are unable to afford homeownership. The benefit will extend for the long-term as the project will create a revolving loan fund to ensure that future homeowners in the community will come from households in this same 50-80% AMI range.

In addition to the benefits provided to those households that will live in the new manufactured home community, the Woodard Creek project has substantial region-wide benefits in addressing our unsheltered homeless population.

The public health and safety benefits that will be realized through the completion of the proposed project are substantial and will benefit our entire region. This project is a win-win-win project in providing direct and substantial benefits to our unsheltered population, future low- and moderate-income homeowners, and to our environment.

We believe Olympia's project will serve as a model project for other communities that provides a creative solution for addressing multiple challenges around homelessness and affordable housing faced by many communities.

Sincerely,

Trudy Soucoup, CEO





Housing Authority of Thurston County
Mailing: PO Box 1638, Olympia, WA 98507
Physical: 1206 12th Avenue SE, Olympia, WA 98501
Tel: (360) 753-8292 Fax: (360) 251-0500
www.hatc.org

May 30, 2024

The Honorable Adrienne Todman
Acting Secretary
U.S. Department of Housing and Urban Development
451 Seventh Street SW
Washington, DC 20410

Dear Acting Secretary Todman:

The Housing Authority of Thurston County strongly supports the City of Olympia's PRICE application for its Woodard Creek project to acquire property and develop a new resident-owned manufactured home community. We urge HUD to fully fund the proposed project that will benefit the entire Thurston County region and provide affordable homeownership opportunities for 50 low- and moderate-income households in our community.

Among other attributes, the project addresses the too often neglected issue of housing development costs. Factory-built aka manufactured housing can be built to the same or even better quality as site built housing, but at meaningfully lower cost per unit. Demonstrating the quality and attractiveness of the proposed community will encourage greater use of this concept not only locally, but also regionally and nationally.

Based on data from the Washington State Department of Commerce, the Thurston County region needs to create approximately 55,000 new units of housing by the year 2045 to accommodate our expected growth. Of these new units, over 16,000 need to be affordable for households making between 30 and 80 percent of area median income (AMI). The City's proposed project will not only provide new housing, but will serve as a model for other affordable developments.

The project, by creating a resident owned community, will also help build generational wealth for households that often are unable to afford homeownership. The benefit will extend for the long-term as the project will create a revolving loan fund to ensure that future homeowners in the community will come from households in this same 50-80% AMI range.

In addition to the benefits provided to those households that will live in the new manufactured home community, the Woodard Creek project has substantial region-wide benefits in addressing our unsheltered homeless population. Through this project, the City of Olympia will acquire the land of the region's largest unsheltered encampment, known as the Jungle. The encampment is negatively impacting a nearby wetland, which will be protected through this project. The City of Olympia will offer meaningful relocation support to residents of the encampment currently residing on the property. Relocation assistance will be provided from a trauma-informed perspective by offering temporary housing in a tiny home village with case management support for long-term permanent housing placement.

The public health and safety benefits of the proposed project are substantial and will benefit our entire region. This project is a win-win-win project in providing direct, substantial benefits to our unsheltered neighbors, future low and moderate-income homeowners, and to our environment. This model will help guide other communities seeking creative, affordable solutions to end the nightmares of homelessness and housing instability.

Sincerely,

Craig Chance

Craig Chance
Executive Director

June 10, 2024

The Honorable Adrienne Todman
Acting Secretary
U.S. Department of Housing and Urban Development
451 Seventh Street SW
Washington, DC 20410

To: Acting HUD Secretary Adrienne Todman

As the largest health care provider in Thurston County, Providence Swedish supports the City of Olympia's PRICE application for its Woodard Creek project to acquire property and develop a new resident-owned manufactured home community. We urge HUD to fully fund this proposed project, which will not only benefit the entire Thurston County region but also provide a path to home ownership for low-income residents of Olympia.

The City of Olympia's initiative to acquire the land of the region's largest unsheltered encampment, known as the Jungle, is commendable. This encampment is negatively impacting a nearby wetland, and through this project, the wetland will be protected. Currently the wetlands on Providence property are also being affected by the large encampment. The project would also plan for an additional connector for Ensign Road, which would allow for more direct access to St. Peter Hospital. We know from past experiences, having more than one access point for ambulances to the hospital is a necessity.

The City's commitment to offering meaningful relocation support to residents of the encampment, including trauma-informed temporary housing in a tiny home village with case management support for long-term permanent housing placement, is a testament to its dedication to public health and safety. We have been witnessing the City's commitment to the most vulnerable individuals in our community through their various programs and outreach efforts.

The public health and safety benefits that will be realized through the completion of the proposed project are substantial and will positively impact our entire region. Providence Swedish is dedicated to serving the most vulnerable in our community, and we believe that Olympia's project will serve as a model for other communities, offering a creative solution to address the challenges of homelessness, hospital access and affordable housing faced by many regions.

I urge you to support the City of Olympia's Woodard Creek project and provide the necessary funding to make this vision a reality. Thank you for considering our support for this important initiative. Should you need further information or assistance, please contact me.

Sincerely,



Darin Goss
Chief Executive
Providence Swedish South Puget Sound

May 20, 2024

The Honorable Adrienne Todman
Acting Secretary
U.S. Department of Housing and Urban Development
451 Seventh Street SW
Washington, DC 20410

RE: City of Olympia PRICE application

Dear Acting Secretary Adrienne Todman,

[Thurston Regional Housing Council \(RHC\)](#) is a formal partnership between Thurston County and the cities of Lacey, Olympia, Tumwater and Yelm in Washington state. The RHC works to coordinate a regional response to homelessness and access to affordable housing. An elected official from each jurisdiction, supported by a designated alternate, serves as the voting member to the RHC.

The RHC strongly supports the City of Olympia's PRICE application for its Woodard Creek project to acquire property and develop a new resident-owned manufactured home community in City of Olympia. We urge HUD to fully fund the proposed project. It will benefit the entire Thurston County region and provide affordable homeownership opportunities for approximately 50 low- and moderate-income households in our community.

Based on data from the Washington State Department of Commerce, approximately 55,000 new units of housing are needed by the year 2045 to accommodate expected growth throughout all of Thurston County. Of these new units, over 16,000 need to be affordable for households making between 30 and 80 percent of area median income. The new units of affordable housing that will be created under the City of Olympia's proposal will be a small but critical contribution to meeting this need.

The project, by creating a resident owned community, will also help build generational wealth for households that often are unable to afford homeownership. The benefit will extend for the long-term as the project will create a revolving loan fund to ensure that future homeowners in the community will come from households in this same 50-80% AMI range.

Regional Housing Council Members

Michael Althaus, Chair
City of Tumwater
Councilmember

Emily Clouse, Vice-Chair
Thurston County
Commissioner

Dani Madrone
City of Olympia
Councilmember

Carolyn Cox
City of Lacey
Councilmember

Trevor Palmer
City of Yelm
Councilmember

In addition to the benefits provided to those households that will live in the new manufactured home community, the Woodard Creek project has substantial region-wide benefits in addressing our unsheltered homeless population. Through this project, the City of Olympia will acquire the land of the region's largest unsheltered encampment, known as the Jungle. The encampment is negatively impacting a nearby wetland, which will be protected through this project. The City of Olympia will offer meaningful relocation support to residents of the encampment currently residing on the property. Relocation assistance will be provided through trauma-informed practices with offering temporary housing in a tiny home village with case management support for long-term permanent housing placement.

The RHC is pro-actively working to preserve and support existing manufactured home communities (MHC). Under the direction of the RHC, staff to the RHC have formed a manufactured home workgroup to develop a program by which the RHC can financially support the preservation of existing MHC. This workgroup has identified existing MHCs in Thurston County and collected available information on each community, including U.S. Census Block group demographic data.

Using this data, the workgroup has created a basis vulnerability assessment to determine which MHCs are at highest risk for redevelopment and when the sale or rising lot rents in a community would impact our most vulnerable populations. The RHC anticipates using this work to develop a program designed to financially support the preservation of MHCs through the creation of resident-owned communities. The City of Olympia PRICE application is in strong alignment with the work of the RHC and its efforts to support the preservation of MHCs through the creation of resident owned communities.

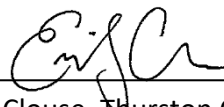
The public health and safety benefits achieved through the completion of the proposed project are substantial and will benefit our entire region. This project is a win-win-win for our entire region in providing direct and substantial benefits to our unsheltered population, future low- and moderate-income homeowners and to our environment.

If you have any questions please contact Tom Webster, Thurston County Office of Housing & Homeless Prevention at 360-280-6265 or via e-mail at Thomas.webster@co.thurston.wa.us.

Sincerely,



Michael Althaus, Tumwater City Council
Regional Housing Council Chair



Emily Clouse, Thurston County Commissioner
Regional Housing Council Vice Chair



910 5th Avenue SE, Olympia, WA 98501
PO Box 2225, Olympia, WA 98507
p: (360) 956-3456
spshabitat.org

The Honorable Adrienne Todman
Acting Secretary
U.S. Department of Housing and Urban Development
451 Seventh Street SW
Washington, DC 20410

Dear Acting Secretary Todman:

South Puget Sound Habitat for Humanity strongly supports the City of Olympia's PRICE application for its Woodard Creek project to acquire property and develop a new resident-owned manufactured home community. We urge HUD to fully fund the proposed project that will benefit the entire Thurston County region and provide affordable homeownership opportunities for 50 low- and moderate-income households in our community.

Based on data from the Washington State Department of Commerce, the Thurston County region needs to create approximately 55,000 new units of housing by the year 2045 to accommodate our expected growth. Of these new units, over 16,000 need to be affordable for households making between 30 and 80 percent of area median income (AMI). The new units of affordable housing that will be created under the City of Olympia's proposal will be a small but critical contribution to meeting this need.

The project, by creating a resident owned community, will also help build generational wealth for households that often are unable to afford homeownership. The benefit will extend for the long-term as the project will create a revolving loan fund to ensure that future homeowners in the community will come from households in this same 50-80% AMI range.

In addition to the benefits provided to those households that will live in the new manufactured home community, the Woodard Creek project has substantial region-wide benefits in addressing our unsheltered homeless population. Through this project, the City of Olympia will acquire the land of the region's largest unsheltered encampment, known as the Jungle. The encampment is negatively impacting a nearby wetland, which will be protected through this project. The City of Olympia will offer meaningful relocation support to residents of the encampment currently residing on the property. Relocation assistance will be provided from a trauma-informed perspective by offering temporary housing in a tiny home village with case management support for long-term permanent housing placement.

The public health and safety benefits that will be realized through the completion of the proposed project are substantial and will benefit our entire region. This project is a win-win-win project in providing direct and substantial benefits to our unsheltered population, future low- and moderate-income homeowners, and to our environment.

We believe Olympia's project will serve as a model project for other communities that provides a creative solution for addressing multiple challenges around homelessness and affordable housing faced by many communities.

Sincerely,

A handwritten signature in cursive script, appearing to read "Elizabeth Walker".

Elizabeth Walker, Chief Executive Officer

Woodard Creek

Manufactured Home Community Project

Manufactured Home Community Design and Permitting

Addressing goals and priorities in the Housing Action Plan and Comprehensive Plan.



Road and Utility Design and Permitting

Addressing goals and priorities in the Transportation Master Plan and Comprehensive Plan.



Outreach and Relocation Efforts

Continued collaboration with service providers and community partners, transitioning people to temporary and permanent housing.



Road and Utility Construction

Linking two major corridors and promoting connectivity.



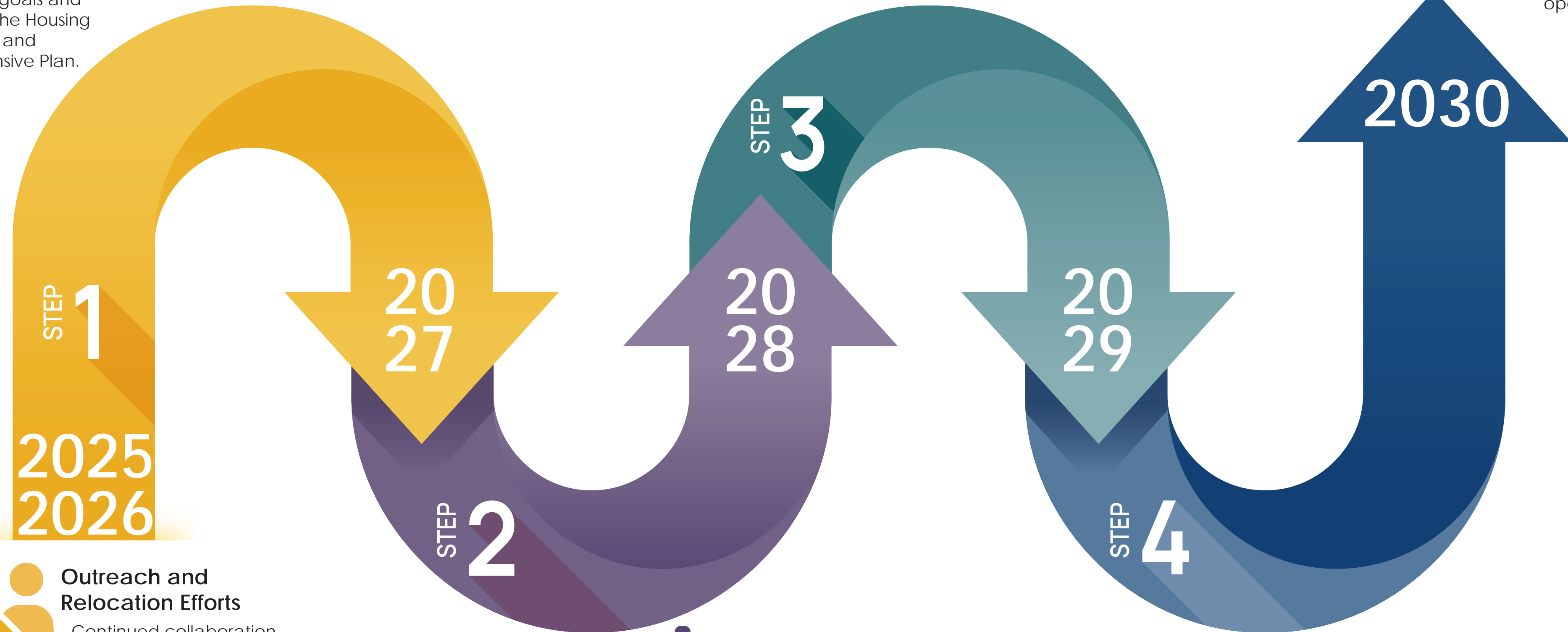
Manufactured Home Park Construction

Creating affordable homeownership opportunities for 50+ residents.



Site Opens and Move In

The first new owner-occupied Manufactured Home Park opens in Olympia!





City Council

Consider a Referral Regarding the Decriminalization of Nature-Based PTSD Treatments

Agenda Date: 6/18/2024
Agenda Item Number: 8.A
File Number:24-0406

Type: referral **Version:** 1 **Status:** Referral

Title

Consider a Referral Regarding the Decriminalization of Nature-Based PTSD Treatments

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Consider a Referral regarding the decriminalization of psilocybin and other plant-based medicines.

Report

Issue:

Whether to Consider a Referral regarding the decriminalization of psilocybin and other plant-based medicines.

Staff Contact:

Jay Burney, City Manager, 360.753.8244

Presenter(s):

Councilmember Clark Gilman

Background and Analysis:

The referral discusses the City of Olympia joining cities across the nation in decriminalizing psilocybin and other plant-based medicines shown to assist in the treatment of post-traumatic stress, anxiety and depression.

The referral requests:

- A review by Olympia Police Department and City prosecutor regarding the issue; the Police Chief present to the council on the current enforcement of nature-based psychedelics; and
- A staff presentation describing what the City is doing related to mental health and substance use disorder treatment. (Current capacity for inpatient and outpatient treatment, opioid recovery money, OFD Cares, Crisis Response Unit, Familiar Faces etc.)

- A resolution be passed expressing the City Council's support of decriminalization of psilocybin and other plant-based medicines.

The referral is sponsored by Councilmember Clark Gilman, with support from Councilmembers Dani Madrone and Robert Vanderpool.

Climate Analysis:

This item does not have a specific climate impact.

Equity Analysis:

The use of psilocybin and other plant-based medicine is a treatment modality to address the impacts of generational trauma on Black, brown, Asian and Indigenous communities and acknowledges the toll that post-traumatic stress, depression and anxiety exact with our Veteran community members and across our society.

Neighborhood/Community Interests (if known):

Olympians understand that decriminalizing plants and mushrooms can help our community with healing, personal and spiritual development is both ethical or effective. They also understand that law enforcement and public safety officers have many other pressing priorities in their community, and this is already understood as not a priority.

Financial Impact:

There are no known financial impacts at this time.

Options:

1. Approve the referral to staff.
2. Approve the referral, with amendments to staff.
3. Do not approve the referral to staff.

Attachments:

Referral



City Council Referral Request

Tracking Number 2024-54 Referral Date 6/18/2024 Requester Clark Gilman
(Provided by Susan)

- Referral To
- Study Session
 - Staff
 - General Government Committee
 - Land Use & Environment Committee
 - Work Session
 - Ad Hoc Committee on Public Safety
 - Finance Committee
 - Advisory Committee *Choose from Dropdown*

Problem Statement

It is time for the city of Olympia to join cities across the nation and the state of Oregon in decriminalizing entheogenic substances, including psilocybin and other fungal and plant-based medicines, which are shown to assist in the treatment of post-traumatic stress, anxiety and depression.

More than 30,000 former service members have taken their own lives since September 11. That is four times the number who died during active duty. These life saving treatments are seen as valuable tools to help prevent soldier and veteran suicides and all of those who suffer from post-traumatic stress disorder to regain optimal mental health.

We can't overlook a treatment modality to address the impacts of generational trauma on community members who are Black, Indigenous, and people of color and acknowledge the toll that post traumatic stress, depression and anxiety exact across our society.

Esteemed medical journals including the New England Journal of Medicine and Nature Medicine have published studies highlighting the potential of these natural substances for treating depression and PTSD. The FDA, Veterans Administration, and multiple state governments are looking at research on these medicines.

Olympians understand that decriminalizing plants and mushrooms can help our community with healing, personal and spiritual development that is both ethical and effective. They also understand that law enforcement and public safety officers have many other pressing priorities in their community, and enforcement of possession of psychoactive substances has already not been a priority. We are hopeful and excited for Olympia to join in the chorus of voices with strong leadership taking a stand for our community.

Decriminalizing the use of psilocybin and other psychedelic medicines shown to assist in mental health does not undermine the seriousness of our commitment to address the opioid epidemic causing harm in our community.

Request

What is being requested to assist in addressing the issue described in the problem statement?

To pass a resolution that concludes with:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Olympia, Washington, that the Council declares that the investigation, arrest, and prosecution of anyone engaging in entheogen-related activities, including but not limited to the cultivation of entheogens for use in religious, spiritual, healing, or personal growth practices, should be a City of Olympia low enforcement priority and declares no city funds or resources should be for investigation, prosecution, and arrest of individuals solely for entheogenic plants and fungi. The Council states its support for the full decriminalization of these activities at the state and federal level.

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?

Decriminalizing additional treatment modalities for improving the mental health of community members will benefit those individuals, as well as their neighbors, families, and coworkers.

Working to remove the stigma from mental health treatment, and psychedelics as a treatment modality will create more options for people.

Decriminalizing the use of these substances by community members to address generational trauma furthers our equity and belonging goals.

Connection to Comprehensive Plan

Choose all that apply.

Community, Safety and Health

Inclusive, respectful, civic participation; a safe & prepared community; health and wellness; adequate food and shelter; a quality education

Downtown

Vibrant, attractive urban destination; a safe and welcoming downtown for all; a mix of urban housing options; a variety of businesses; connections to our cultural & historic fabric; engaging arts & entertainment experience

Economy

Abundant local products and services; a thriving arts and entertainment industry; sustainable quality infrastructure; a stable thriving economy

Environment

Clean water & air; a daily connection to nature; preserved quality natural areas; a toxin-free community; a waste free culture

Neighborhoods

Distinctive places & gathering spaces; nearby goods & services; neighborhoods that are engaged in community decision making; safe and welcoming places to live

Options

Describe proposed options for moving the idea or issue forward for the meeting body to consider.

Review by Olympia Police Department and our city prosecutor.

We would like the Chief of Police to report to the council on the current enforcement of nature-based psychedelics.

Timing

Is this issue time sensitive, are there other timing factors to consider?

Click or tap here to enter text.

Supporting Documentation (Work Plan, Transportation Master Plan, Parks Plan, etc)

Are there documents that support your request or that should be considered?

Click or tap here to enter text.

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.)

Clark

Sponsoring Councilmember

1. Dani Madrone
Councilmember

2. Robert Vanderpool
Councilmember

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.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON DECLARING THAT THE INVESTIGATION, ARREST, AND PROSECUTION OF ANYONE ENGAGING IN ENTHEOGEN-RELATED ACTIVITIES SHOULD BE AMONG THE CITY OF OLYMPIA'S LOWEST LAW ENFORCEMENT PRIORITIES AND STATING THE COUNCIL'S SUPPORT FOR FULL DECRIMINALIZATION OF THESE ACTIVITIES

WHEREAS, entheogen is a term that encompasses any living, fresh, dried, or processed plant or fungal material, including teas or powders, that may contain currently scheduled or analog psychoactive indolamines, tryptamines, or phenethylamines, including, but not limited to, psilocybin mushrooms, ayahuasca tea, mescaline, and iboga; and

WHEREAS, depression, severe anxiety, problematic substance use, post-traumatic stress, end-of-life anxiety, grief, intergenerational trauma, and other physical and mental conditions are plaguing many communities, and scientific and clinical studies show the benefits of entheogens in treating these conditions; and

WHEREAS, communities face unprecedented mental health crisis, unprecedented suicide rates especially among veterans and marginalized groups, and a deepening opioid addiction crisis.

WHEREAS, U.S. Food and Drug Administration (FDA) sanctioned clinical trials show positive results that demonstrate the safety and efficacy of psilocybin assisted therapy; and

WHEREAS, the FDA designate psilocybin assisted therapy as a breakthrough therapy for treatment-resistant depression in 2018 and major depressive disorder in 2019; and

WHEREAS, human cultures around the world recognize entheogens as sacred and use them as part of their religious practices; and

WHEREAS, a variety of jurisdictions in the United States, including Seattle, Port Townsend, and Jefferson County have decriminalized entheogens, and Colorado, Oregon, and Washington D.C. have decriminalized some or all entheogens through successful ballot initiatives; and

WHEREAS, decriminalization of entheogens does not undermine the seriousness of the opioid epidemic and impact of harmful substances on the lives of individuals, families, and communities;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Olympia, Washington, that the Council declares that the investigation, arrest, and prosecution of anyone engaging in entheogen-related activities, including but not limited to the cultivation of entheogens for use in religious, spiritual, healing, or personal growth practices, should be a City of Olympia low enforcement priority and declares no city funds or resources should be for investigation, prosecution, and arrest of individuals solely for entheogenic plants and fungi. The Council states its support for the full decriminalization of these activities at the state and federal level.

ADOPTED by the City Council of Olympia, Washington, at a regular meeting thereof, held this __ day of _____ 2024.