



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, May 7, 2024

6:00 PM

Council Chambers, Online and
Via Phone

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_1RbOYoljShiBeiuCBOzDGQ

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

- 2.A [24-0360](#) Special Recognition - Proclamation Recognizing Asian American, Native Hawaiian, and Pacific Islander Heritage Month

Attachments: [Proclamation](#)

- 2.B [24-0393](#) Special Recognition - Jewish American Heritage Month

Attachments: [Proclamation](#)

- 2.C [24-0388](#) Special Recognition - Proclamation Recognizing Public Service Through the Month of May

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** [24-0354](#) Approval of April 16, 2024 City Council Meeting Minutes
Attachments: [Minutes](#)
- 4.B** [24-0395](#) Approval of April 30, 2024 City Council Study Session Meeting Minutes
Attachments: [Minutes](#)
- 4.C** [24-0405](#) Approval of a Resolution Appointing Erin Klika to Serve on the Independent Salary Commission
Attachments: [Resolution](#)
- 4.D** [24-0237](#) Approval of Resolution Authorizing the Execution of a Multi-Family Tax Exemption Agreement Between City of Olympia and Urban Olympia 11A LLC
Attachments: [Resolution](#)
[Agreement](#)
- 4.E** [24-0367](#) Approval of a Resolution Authorizing the Execution of a Multi-Family Tax Exemption Agreement Between City of Olympia and Urban Olympia 12, LLC for an Affordable Housing Development Project
Attachments: [Resolution](#)
[Agreement](#)
- 4.F** [24-0333](#) Approval of Resolution Authorizing the Execution of an Eight-Year Multi-Family Tax Exemption Agreement Between City of Olympia and Urban Olympia 10a, LLC
Attachments: [Resolution](#)
[Agreement](#)
- 4.G** [24-0385](#) Approval of a Resolution Authorizing an Agreement between the Cities of Olympia, Lacey, Tumwater, and Yelm to Complete a Joint Housing Displacement Analysis
Attachments: [Resolution](#)
[Agreement](#)
- 4.H** [24-0387](#) Approval of a Resolution Authorizing a Contract Amendment with Western Peterbilt, LLC, for Six Waste Collection Trucks
Attachments: [Resolution](#)
[Agreement](#)
- 4.I** [24-0366](#) Approval of a Resolution Authorizing the Amendment to the Interlocal

Agreement between the City of Olympia and the Washington State Department of Natural Resources for Forestland Fire Mutual Aid

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

- 4.J [24-0314](#) Approval of a Resolution Authorizing the Mutual Aid Agreement with the United States Army, Joint Base Lewis-McChord for Fire and Emergency Services

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

- 4.K [24-0310](#) Approval of a Resolution Authorizing the Interagency Agreement with the Washington State Patrol for Fire Mobilization Reimbursement

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

- 4.L [24-0334](#) Approval of a Resolution Authorizing a Right-Of-Way Use Agreement between the City of Olympia and Oyster Boys, LLC, D.B.A. King Solomon's Reef

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

4. SECOND READINGS (Ordinances)

- 4.M [24-0311](#) Approval of an Ordinance Authorizing Acceptance of a Donation of "Life is Water" as a Gift of Art from the West Olympia Rotary Club

Attachments: [Ordinance](#)
[Agreement](#)
[Proposal](#)

- 4.N [24-0322](#) Approval of an Ordinance Amending Olympia Municipal Code Chapter 2.12 to include the Finance Director

Attachments: [Ordinance](#)

4. FIRST READINGS (Ordinances) - NONE

5. PUBLIC HEARING - NONE

6. OTHER BUSINESS

- 6.A [24-0404](#) 2024 Legislative Session Wrap Up

Attachments: [Olympia 2024 Legislative Priorities](#)

[Olympia 2024 End of Session Summary](#)**7. CONTINUED PUBLIC COMMENT**

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

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**9. CITY MANAGER'S REPORT AND REFERRALS****10. ADJOURNMENT**

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



City Council

Special Recognition - Proclamation Recognizing Asian American, Native Hawaiian, and Pacific Islander Heritage Month

Agenda Date: 5/7/2024
Agenda Item Number: 2.A
File Number:24-0360

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

Title

Special Recognition - Proclamation Recognizing Asian American, Native Hawaiian, and Pacific Islander Heritage Month

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Proclaim the month of May as Asian American, Native Hawaiian, and Pacific Islander Heritage Month in the City of Olympia

Report

Issue:

Whether to proclaim the month of May as Asian American, Native Hawaiian, and Pacific Islander Heritage Month in the City of Olympia.

Staff Contacts:

Olivia Salazar de Breaux, Equity, Inclusion and Belonging Specialist, Parks, Arts and Recreation, 360-753-8343

Rachael Meares, Cultural Event Program Specialist, Parks, Arts and Recreation, 360-753-8470

Presenter(s):

Members of the Asian Pacific Islander Coalition of South Puget Sound

Background and Analysis:

Asian American, Native Hawaiian, and Pacific Islander Heritage Month is an annual opportunity to recognize and celebrate the culture, heritage, and contributions of these communities to our country, our state and our city.

The City of Olympia is partnering with the Asian Pacific Islander Coalition of South Puget Sound and South Puget Sound Community College, with support from the City of Lacey Parks and Recreation Department and the Asia Pacific Cultural Center, to host the second annual Asian American, Native

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

Hawaiian, Pacific Islanders (AANHPI) Heritage Festival. The festival will take place on May 11, 2024 from 11 a.m. to 4 p.m. at South Puget Sound Community College's Lacey campus. The City, its employees, elected officials, community members, and visitors are invited and welcomed to attend.

Climate Analysis:

No impacts to any of the climate mitigation sectors.

Equity Analysis:

This recognition raises awareness about the contributions and achievements made by generations of Asian Americans, Native Hawaiians, and Pacific Islanders 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, in May, the United States recognizes and reflects on the sacrifices, contributions, and achievements made by generations of Asian Americans, Native Hawaiians, and Pacific Islanders (AANHPI) in the storied history of our nation and acknowledges the ongoing struggle to keep America's founding promise of a more perfect and more equal union; and

WHEREAS, Asian Pacific American Heritage Week was signed into federal law in 1978 to commemorate the date that the first Japanese immigrants arrived in the United States on May 7, 1843 and to recognize the contribution of Chinese workers to the transcontinental railroad, which was completed on May 10, 1869; and

WHEREAS, Asian Pacific American Heritage Week expanded into a full month in 1992 and is celebrated annually to recognize the historical and cultural contributions of these communities to American history, society and culture; and

WHEREAS, in the year 2000, the Washington State Legislature declared the month of May as Asian Pacific American Heritage Month in recognition of this population with representation from 48 Asian and Pacific Island nations in our state; and

WHEREAS, these communities are an integral part of the beautiful diversity, history, and culture of Olympia, and their many achievements in areas such as arts, government, science, hospitality, business, and technology embody the American experience; and

WHEREAS, while we celebrate the achievements and contributions of Asian and Pacific Islanders that enrich our history, society and culture, we must also acknowledge the structural discrimination and injustice that these communities have faced for generations through the present day; and

WHEREAS, Asian American, Native Hawaiian, and Pacific Islander Heritage Month provides the opportunity to elevate these communities and their roles in American history, and is a time to celebrate the advancement of civil rights and equal opportunity for all people; and

WHEREAS, the City of Olympia is honored to partner with the Asian Pacific Islander Coalition of South Puget Sound, and South Puget Sound Community College to host an Asian American, Native Hawaiian, and Pacific Islanders Heritage Festival on May 11, 2024; and

NOW, THEREFORE, be it resolved that the Olympia City Council does hereby proclaim May 2024 as

**ASIAN AMERICAN, NATIVE HAWAIIAN, AND PACIFIC ISLANDER
AMERICAN HERITAGE MONTH**

in the City of Olympia and re-affirms the City's commitment to supporting and standing with Asian Americans, Native Hawaiians, and Pacific Islanders and

encourage all Olympians to observe, recognize, and celebrate the culture, heritage, and contributions of these communities to our country, our state and our city.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 7th DAY OF MAY, 2024.

OLYMPIA CITY COUNCIL

Dontae Payne
Mayor



City Council

Special Recognition - Jewish American Heritage Month

Agenda Date: 5/7/2024
Agenda Item Number: 2.B
File Number:24-0393

Type: recognition **Version:** 2 **Status:** Recognition

Title

Special Recognition - Jewish American Heritage Month

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize Jewish American Heritage Month.

Report

Issue:

Whether to recognize Jewish American Heritage Month.

Staff Contact:

Tobi Hill-Meyer, Social Justice and Equity Program Manager, 360.753.8285

Presenter(s):

Rabbi Seth Goldstein, Temple Beth Hatfiloh

Background and Analysis:

Jewish American Heritage Month was created in 2006 by Presidential Proclamation. It is important to recognize the invaluable role Jewish people and organizations have made to our community, especially in support of equity and civil rights. As white supremacist and other hate-based organizations have been increasingly active in recent years, antisemitic harassment and violence has grown. It is important to take visible steps to oppose this hate and support our Jewish community.

Climate Analysis:

This action is not expected to impact greenhouse gas emissions.

Equity Analysis:

Addressed in Background and Analysis.

Neighborhood/Community Interests (if known):

Type: recognition **Version:** 2 **Status:** Recognition

This proclamation was created in a collaboration with Temple Beth Hatfiloh.

Financial Impact:

No financial impact.

Options:

1. Recognize Jewish American Heritage Month 2024.
2. Do not recognize Jewish American Heritage Month 2024.
3. Recognize Jewish American Heritage Month 2024 at another time.

Attachments:

Proclamation

PROCLAMATION

WHEREAS, the Jewish American experience is a story of faith, fortitude, and progress and one that is connected to key tenets of American identity including our nation's commitment to freedom of religion and conscience; and

WHEREAS, generations of Jews have fled to the United States in search of a better life for themselves and their families, and these immigrants made invaluable contributions in a myriad of ways in support of equality and civil rights through their leadership and achievements; and

WHEREAS, now recognized in May, Jewish American Heritage Month was first proclaimed in April 2006 by Presidential Proclamation stating that “the Jewish American story, and the story of our Nation as a whole, is fueled by faith, resilience, and hope”; and

WHEREAS, Jewish Americans connect to their Jewish identity in a variety of ways such as culturally, ethnically, religiously, and by following Jewish ethics and values; and

WHEREAS, 150 years ago, in 1873 the Hebrew Benevolent Society of Puget Sound, the first Jewish organization in Washington, was established in Olympia to create a cemetery. The cemetery is still in use and is the oldest Jewish cemetery in Washington. The Hebrew Benevolent Society was later absorbed by Temple Beth Hatfiloh. Founded in 1937, Temple Beth Hatfiloh continues to be a growing and vibrant community, currently growing their footprint in downtown Olympia with their courtyard expansion project.

WHEREAS, Jewish Americans are racially, ethnically, socially, politically and economically diverse with approximately 12 to 15 percent of Jews in the United States being people of color; and

WHEREAS, in recent years, Jewish Americans have increasingly experienced anti-Semitism, including but not limited to physical attacks, vandalism, verbal and physical harassment, and hateful comments posted on social media and other online platforms; and

WHEREAS, this month, we honor Jewish Americans — past and present — whose experience and accomplishments are inextricably woven into the tapestry of our community, including places of worship such as Temple Beth Hatfiloh in Olympia. The temple serves as a center for Jewish life and is active in the greater community, pursuing the work of Tikkun Olam (which translates to

“Repair of the World”) by advocating for immigrant justice, engaging in environmental stewardship, and collaborating with Interfaith Works and other organizations; and

NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council, does hereby proclaim the month of May as

JEWISH AMERICAN HERITAGE MONTH

in the City of Olympia and encourages all Olympians to condemn anti-Semitism hatred and bigotry of any kind, to include Jewish Americans in all facets of civic life in our community and join our Jewish community in the work of repairing the world.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 7TH DAY OF MAY 2024

OLYMPIA CITY COUNCIL

***Dontae Payne,
Mayor***



City Council

Special Recognition - Proclamation Recognizing Public Service Through the Month of May

Agenda Date: 5/7/2024
Agenda Item Number: 2.C
File Number:24-0388

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

Title

Special Recognition - Proclamation Recognizing Public Service Through the Month of May

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize the employees of the City of Olympia for their service during national Public Service Recognition Week, Professional Municipal Clerk Week, National Police Week, EMS Week and National Public Works Week.

Report

Issue:

Whether to Recognize the employees of the City of Olympia for their service during national Public Service Recognition Week, Professional Municipal Clerk Week, National Police Week, EMS Week and National Public Works Week.

Staff Contact:

Jay Burney, City Manager, City Manager's Office, 360.753.8740

Presenter(s):

Jay Burney, City Manager

Background and Analysis:

Since 1985, the first week of May has been celebrated as Public Service Recognition Week. The employees of the City of Olympia work each day to deliver essential services to residents and to take on the most important and formidable challenges facing our City. They do these, and much more, with dedication, ingenuity, and a strong sense of commitment to the well-being of the City. In 2024, Public Service Recognition Week is celebrated on May 5-11.

Through the month of May, several specific groups of public servants are also honored, and we wish to call out City employees who serve the community in those fields:

- Professional Municipal Clerk Week is May 5-11, 2024
- Economic Development Week is May 6-10, 2024
- National Police Week is May 12-15, 2024
- EMS Week is May 19-25, 2024
- National Public Works Week is May 19-25, 2024

We also recognize that the City of Olympia is home to the largest body of state government employees in Washington, and their service to the state and contributions to the City enrich the livability and vitality of both. We honor their service during Public Service Recognition Week and beyond.

Climate Analysis:

No impacts to any of the climate mitigation sectors.

Equity Analysis:

Public service and public servants reflect the full diversity of our community and our nation. Historically, since the early 20th Century, public sector jobs, such as in the postal service, provided steady, valuable work for people of color.

Attachments:

Proclamation

PROCLAMATION

WHEREAS, since 1985, Public Service Recognition Week has been celebrated during the first week of May to honor the people who serve our communities as federal, state, county, municipal and tribal government employees; and

WHEREAS, public servants are our family, our neighbors, and our friends, who every day, with efficiency and integrity, provide the diverse services our community demands of its government; and

WHEREAS, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials; and

WHEREAS, public servants make crucial contribution in every American community, reflect the full diversity of our nation, and deliver on the promise of government for the people and by the people; and

WHEREAS, throughout the month of May, we honor a number of specific groups of public servants who deserve to be highlighted; and

WHEREAS, on May 5-11, 2024, we honor the oldest among public servants – the Professional Municipal Clerk – and celebrate the role of City Clerks as impartial information centers on the functions of local government and as critical links between residents and local governing bodies; and

WHEREAS, on May 6-10, 2024, we celebrate Economic Development Week and acknowledge the contributions made by professional economic developers to create more economically vibrant and livable communities and to forge equitable paths to prosperity for all members of the community; and

WHEREAS, on May 12-18, 2024, we recognize National Police Week and honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy; and

WHEREAS, on May 19 -25, 2024, we honor EMS Week and acknowledge that emergency medical services is a vital public service; that access to quality emergency care dramatically improves survival and recovery rates for those suddenly ill or injured; and that emergency medical services fill an important gap in out-of-hospital care; and

WHEREAS, May 19-25, 2024, also marks the 64th annual National Public Works Week; and reminds us that we are able to have clean water, safe streets, reliable infrastructure and a livable community because of public works; and that public works employees make a substantial contribution to protecting the health, safety and quality of life of our residents, and

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

MAY 5-11 AS PUBLIC SERVICE RECOGNITION WEEK
MAY 5-11 AS PROFESSIONAL MUNICIPAL CLERK WEEK
MAY 6-10 AS ECONOMIC DEVELOPMENT WEEK
MAY 12-15 AS NATIONAL POLICE WEEK
MAY 19-25 AS EMS WEEK AND
MAY 19-25 AS NATIONAL PUBLIC WORKS WEEK

in the City of Olympia and urges all residents to consider how the work of Olympia's public servants improves their lives and to recognize the devotion, the sacrifice and the commitment of the employees of the City of Olympia and the many other public servants who support us on the county, state and federal levels.

**SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 7th DAY OF MAY,
2024.**

OLYMPIA CITY COUNCIL

Dontae Payne
Mayor



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

City Council

Approval of April 16, 2024 City Council Meeting Minutes

Agenda Date: 5/7/2024
Agenda Item Number: 4.A
File Number:24-0354

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

Title

Approval of April 16, 2024 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, April 16, 2024

6:00 PM

Council Chambers, Online and Via
Phone

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_yMobdYYzSwu_0BKVFBS0fA

1. ROLL CALL

Present: 6 - Mayor Dontae Payne, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Robert Vanderpool

Excused: 1 - Mayor Pro Tem Yên Huỳnh

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [24-0316](#) Special Recognition - Veteran Suicide Prevention Vehicle Emblems

Fleet Operations Supervisor Jaime Mastache shared that the City will be participating in the Veteran Suicide Prevention Vehicle Emblems that will be placed on City-owned vehicle license plates.

Department of Veteran Affairs Deputy Director Soloman Gilbert shared information regarding the program.

The recognition was received.

2.B [24-0321](#) Special Recognition - Proclamation Recognizing Olympia Bicycle Month

Councilmember Vanderpool read a proclamation recognizing Olympia Bicycle Month.

Program Specialist Kristin Gilkerson and Intercity Transit Bicycle Community Challenge Coordinator Duncan Green shared information regarding the 26th annual Thurston County Bicycle Community Challenge.

The recognition was received.

2.C [24-0329](#) Special Recognition - Proclamation Recognizing National Community Development Month

Councilmember Madrone read a proclamation recognizing National Community Development Month.

Community Development Block Grant (CDBG) Program Manager Anastasia Everett shared information regarding the City's CDGB Program and it's impact on the community.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: RJ Hershey, John Pettit, Mindy Reule, Crystal Beeler and Corey Hjalseth.

4. CONSENT CALENDAR

4.A [24-0330](#) Approval of April 9, 2024 City Council Meeting Minutes

The minutes were adopted.

4.B [24-0331](#) Approval of Bills and Payroll Certification

Payroll periods 2/29/24 through 3/31/24 and Direct Deposit transmissions: Total: \$6,142,524.70; Claim expenditures 2/2/24 through 3/21/24: Total: \$15,341,228.62.

The decision was adopted.

4.C [24-0324](#) Approval of an Appointment to the Social Justice and Equity Commission to Fill a Vacancy

The decision was adopted.

4.D [24-0320](#) Approval of Updates to the City of Olympia Investment Policy

The decision was adopted.

4.E [24-0274](#) Approval of a Resolution Authorizing a Land and Water Conservation Fund Grant Application to the Recreation and Conservation Office (RCO) for Yelm Highway Community Park Phase I

The resolution was adopted.

4.F [24-0275](#) Approval of a Resolution Authorizing a Youth Athletic Facilities Grant Application to the Recreation and Conservation Office for LBA Park Baseball Fields Renovation Phase 2

The resolution was adopted.

4. SECOND READINGS (Ordinances)

- 4.H [24-0282](#) Approval of an Ordinance Amending Ordinance 7382 (First Quarter Budget Amendment)

The ordinance was adopted on second reading.

- 4.I [24-0283](#) Approval of an Ordinance Adopting the 2023 Engineering Design and Development Standards Update

The ordinance was adopted on second reading.

- 4.J [24-0299](#) Approval of an Ordinance Granting a Master Permit to Ziplly Fiber

The ordinance was adopted on second reading.

4. FIRST READINGS (Ordinances)

- 4.K [24-0311](#) Approval of an Ordinance Authorizing Acceptance of a Donation of “Life is Water” as a Gift of Art from the West Olympia Rotary Club

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

- 4.L [24-0322](#) Approval of an Ordinance Amending Olympia Municipal Code Chapter 2.12 to include the Finance Director

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

Approval of the Consent Agenda

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

Aye: 6 - Mayor Payne, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone, Councilmember Parshley and Councilmember Vanderpool

Excused: 1 - Mayor Pro Tem Huynh

PULLED FOR SEPARATE ACTION

- 4.G [24-0279](#) Approval of an Ordinance Amending Olympia Municipal Code Related to Relocation Assistance and Additional Renter Protections

Councilmember Madrone moved, seconded by Councilmember Cooper, to approve on second reading the ordinance amending OMC 5.82 related to relocation assistance and additional renter protections, with the following amendment to the definition of family: “Immediate family member” means a

spouse, domestic partner, or partner in a committed intimate relationship; or a parent, grandparent, child, grandchild, sibling, aunt, uncle, niece, or nephew, including when related by law, such as through marriage, domestic partnership, or committed intimate relationship. The motion carried by the following vote:

Aye: 6 - Mayor Payne, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone, Councilmember Parshley and Councilmember Vanderpool

Excused: 1 - Mayor Pro Tem Huynh

5. PUBLIC HEARING - None

6. OTHER BUSINESS

6.A [24-0312](#) Approval of the Grass Lake Nature Park Public Art Concept Design

Arts Program & Planning Supervisor Stephanie Johnson gave an overview of the Grass Lake Nature Park Public Art Project.

Artist Gabe Singer discussed the design of the art piece.

Councilmembers asked clarifying questions.

Councilmember Gilman moved, seconded by Councilmember Madrone, to approve the Grass Lake Nature Park Public Art Concept Design. The motion carried by the following vote:

Aye: 6 - Mayor Payne, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone, Councilmember Parshley and Councilmember Vanderpool

Excused: 1 - Mayor Pro Tem Huynh

6.B [24-0285](#) Parking Strategy Briefing

Parking Services Program Specialist Chelsea Baker van Droom gave a briefing regarding the City of Olympia Parking Strategy.

Councilmembers asked clarifying questions.

The report was received.

6.C [24-0284](#) Approval for Continued Exploration for Creation of a Tax Audit Team

Tax and License Analyst Brandie Andrews shared an overview of the proposed creation of a Tax Audit Team.

Councilmembers asked clarifying questions.

Councilmember Parshley moved, seconded by Councilmember Cooper, to approve the continued exploration of a tax audit program, directing the Finance Department to continue working toward its creation, including approving necessary budgetary funding and FTE as part of a future 2024 budget adjustment ordinance. The motion carried by the following vote:

Aye: 6 - Mayor Payne, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone, Councilmember Parshley and Councilmember Vanderpool

Excused: 1 - Mayor Pro Tem Huynh

7. CONTINUED PUBLIC COMMENT - None

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meeting and events attended.

9. CITY MANAGER'S REPORT AND REFERRALS

Assistant City Manager Debbie Sullivan noted this meeting was the last one for Community Planning & Development Director Leonard Bauer before he retires in a few weeks.

10. ADJOURNMENT

The meeting adjourned at 9:03 p.m.



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

City Council

Approval of April 30, 2024 City Council Study Session Meeting Minutes

Agenda Date: 5/7/2024
Agenda Item Number: 4.B
File Number:24-0395

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

Title

Approval of April 30, 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, April 30, 2024

6:00 PM

Council Chambers, Online and Via
Phone

Study Session

Attend: https://us02web.zoom.us/webinar/register/WN_T69Bb1K-SXenP5S329gA5A
Passcode:259604

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 [24-0170](#) Olympia Armory Creative Campus Project Update and Anchor Partners Introduction

Armory Building Manager Valerie Roberts provided an update on the Armory Creative Campus project. She also introduced representatives from the Anchor Partners organizations; the Bridge Music Project; Capital City Pride; Community Print; Hummingbird Studio; Lamplighters; OlyFilm; the PARC Foundation and TCMedia.

Councilmembers asked clarifying questions.

The study session was completed.

2.B [24-0381](#) Artesian Market Discussion

Economic Development Director Mike Reid and Senior Program Specialist Daisha Versaw shared an overview of a proposed Artesian Market at the Artesian Commons.

Councilmembers asked clarifying questions.

The study session was completed.

2.C [24-0361](#) Olympia Police Department Strategic Plan and Comprehensive Study Briefing

Police Chief Rich Allen, Deputy Police Chief Sam Costello and Deputy Chief Shelby Parker shared an overview of the 2023 comprehensive analysis of the Olympia Police Department, which is informing strategic planning for the Department.

Councilmembers asked clarifying questions.

The study session was completed.

3. ADJOURNMENT

The meeting adjourned at 9:53 p.m.



City Council

Approval of a Resolution Appointing Erin Klika to Serve on the Independent Salary Commission

Agenda Date: 5/7/2024
Agenda Item Number: 4.C
File Number:24-0405

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

Title

Approval of a Resolution Appointing Erin Klika to Serve on the Independent Salary Commission

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution appointing Erin Klika to the Independent Salary Commission as proposed by the Mayor.

Report

Issue:

Whether to approve a Resolution appointing Erin Klika to the Independent Salary Commission as proposed by the Mayor.

Staff Contact:

Debbie Sullivan, Assistant City Manager, 360.753.8499

Presenter(s):

Debbie Sullivan, Assistant City Manager

Background and Analysis:

In July 2017, 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.

Olympia's Independent Salary Commission is a group of five residents appointed by the Mayor and approved by Council. One member has resigned, and a new commissioner needs to be appointed. Mayor Payne solicited names from other Councilmembers. Based on the availability, diversity of experience and interest in serving, the Mayor is recommending Erin Klika.

The Commission last met in July 2023. Staff will convene the Commission in 2024 following the

appointment of the vacant Commissioner position.

Climate Analysis:

The project is not expected to have an impact on greenhouse gas emissions.

Equity Analysis:

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 reduce barriers for community members to serve on the Commission. Recommendations will be forwarded to the full Council at a future meeting regarding qualifications and ability to receive a stipend to defer expenses. The Committee also discussed the importance of having a Commission made up of diverse members.

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 a Resolution appointing Erin Klika to the Independent Salary Commission as proposed by the Mayor.
2. Approve the appointment of a different candidate and direct staff to update the resolution and return to Council for consideration at a future meeting.
3. Do not approve a Resolution appointing Erin Klika to the Independent Salary Commission and request the Mayor forward additional candidates to Council for consideration.

Attachments:

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON
RELATING TO THE APPOINTMENT OF COMMISSIONERS TO THE INDEPENDENT SALARY
COMMISSION BY THE MAYOR, WITH APPROVAL OF THE OLYMPIA CITY COUNCIL, AS
PROVIDED BY OMC 2.05.030(A)**

WHEREAS, the Olympia City Council enacted Ordinance No. 7089 on July 18, 2017, to create an Independent Salary Commission, as codified in OMC Chapter 2.05; and

WHEREAS, Chapter 2.05 OMC requires that the five members of the Commission shall be appointed by the Mayor, subject to approval by the Olympia City Council; and

WHEREAS, the Mayor, having appointed one person as a member of the Independent Salary Commission, hereby submits said name for approval by the Olympia City Council;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The following persons have been appointed by the Mayor to serve as Commissioners upon the City of Olympia's Independent Salary Commission for a term of two (2) years:

1. *Erin Klika*

Section 2. The Mayor's appointments to the Independent Salary Commission are hereby approved by the Olympia City Council.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY



City Council

Approval of Resolution Authorizing the Execution of a Multi-Family Tax Exemption Agreement Between City of Olympia and Urban Olympia 11A LLC

Agenda Date: 5/7/2024
Agenda Item Number: 4.D
File Number:24-0237

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

Title

Approval of Resolution Authorizing the Execution of a Multi-Family Tax Exemption Agreement Between City of Olympia and Urban Olympia 11A LLC

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Resolution and authorize the City Manager to sign the Multi-Family Tax Exemption Agreement between City of Olympia and Urban Olympia 11A LLC.

Report

Issue:

Whether to approve the Resolution authorizing the City Manager to sign the Multi-Family Tax Exemption Agreement between City of Olympia and Urban Olympia 11A LLC.

Staff Contact:

Jacinda Steltjes, Affordable Housing Program Manager, Office of Vitality/ Housing & Homeless Response, 360.790.5224

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Urban Olympia 11A, LLC is requesting a Multi-Family Tax Exemption under the eight-year program. The applicant will develop property located at 505 Legion Way SE into 57 market rate apartments above commercial space that is proposed as retail or a restaurant space. The applicant reports the 48,552 square foot project, known as Malt House, will cost approximately \$9.1 million to construct. The majority of these costs are associated with the residential portion of the project. Construction has begun and is anticipated to conclude August 2024. When complete, Malt House will offer 45 studios

averaging 400 square feet, nine 1-bedroom units averaging 623 square feet, and three 2-bedroom units averaging 973 square feet. The applicant has not set rental rates yet.

The applicant submitted its application for a Multi-Family Tax Exemption under the eight-year program in late 2023, prior to the City's new code regulations taking effect. As such, a fee in lieu of creating affordable units does not apply to this project.

Climate Analysis:

The project is located in Olympia's downtown area and is within an eight-minute walk of the transit center. The project will also offer two electric vehicle charging stations and all appliances will be fully electric.

Equity Analysis:

The city is currently updating its Comprehensive Plan, to include its Housing Element. The Plan must illustrate how the City of Olympia plans to make housing available to meet the needs of the population growth projected to occur by 2045. Thurston Regional Planning Council (TRPC) determined in late 2023 that Thurston County will need approximately 54,000 new housing units by 2045. According to TRPC, of this amount, about 12,600 are needed in the City of Olympia. Of these, roughly 6,500 new units are needed for households whose annual gross income is 100%+ of area median income. The Malt House project will provide 57 market rate units.

A Multi-Family Tax Exemption program study commissioned by the City and completed in 2022 found that housing development in downtown is generally not feasible without incentives such as the MFTE program.

Neighborhood/Community Interests (if known):

Housing is a concern within the community. The Multi-Family Tax Exemption program is also a program that the community has expressed strong opinions toward.

Financial Impact:

Property taxes associated with the value of the residential improvements will be exempted for an eight-year period. The amount of property tax Urban Olympia 11A LLC will be exempted from paying will be determined annually by the Thurston County Assessor's Office. The annual exemption takes into account the assessed value of the residential building improvements and the current year's taxation rates.

Options:

1. Approve the Resolution as presented authorizing the City Manager to sign the Multi-Family Tax Exemption Agreement between the City of Olympia and Urban Olympia 11A LLC.
2. Approve an amended Resolution authorizing the City Manager to sign the Multi-Family Tax Exemption Agreement between the City of Olympia and Urban Olympia 11A LLC.
3. Take no action.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING A MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION
AGREEMENT BETWEEN THE CITY OF OLYMPIA AND URBAN OLYMPIA 11A, LLC**

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

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

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

WHEREAS, Urban Olympia 11A ,LLC (“Applicant”) seeks a limited property tax exemption for constructing 57 units of new multi-family residential housing in the Downtown Residential Target Area; and

WHEREAS, Applicant has submitted to the City preliminary site plans and floor plans for new multi-family residential housing to be constructed on property situated approximately at 505 Legion Way SE, Olympia, WA; and

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

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

WHEREAS, the Olympia City Council amended provisions of the Olympia Municipal Code governing the City’s MTFE program in Ordinance No. 7386, passed December 19, 2023, and effective on or about January 19, 2024. Because the Applicant submitted its application for a Final Certificate of Tax Exemption prior to the effective date of those amendments (the Applicant’s application was submitted October 13, 2023), this Agreement, and the Applicant’s eligibility for a Final Certificate of Tax Exemption, is governed by the Code provisions in effect at the time of the application.

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

1. The Olympia City Council hereby approves the form of Multi-Family Housing Limited Property Tax Exemption Agreement between the City of Olympia and Urban Olympia 11A LLC and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Multi-Family Housing Limited Property Tax Exemption Agreement, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, and to correct any scrivener's errors.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

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

THIS AGREEMENT is effective as of the date of the last authorizing signature below. The parties (“Parties”) to this Agreement are Urban Olympia 11A, LLC (the “Applicant”) and the City of Olympia, Washington, a municipal corporation (the “City”).

RECITALS

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

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

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

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing 57 units of new multi-family residential housing in the Downtown Residential Target Area; and

WHEREAS, the Applicant has submitted to the City preliminary site plans and floor plans for new multi-family residential housing to be constructed on property situated approximately at 505 Legion Way SE, Olympia, WA and described more specifically as follows:

Assessor’s Parcel #:	78505600100
Legal Description:	Section 14 Township 18 Range 2W Quarter SW SE & NW SE Plat SYLVESTER TOWN OF OLYMPIA BLK 56 LT 1 & 2 Document 001/014 ALSO SWANS ADDITION TO OLYMPIA 002/015 LT 2 S2 LYING WLY OF LN
Street Address:	505 Legion Way SE, Olympia, WA

Herein referred to as the “Site”; and

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

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

WHEREAS, the Olympia City Council amended provisions of the Olympia Municipal Code governing the City's MTFE program in Ordinance No. 7386, passed December 19, 2023, and effective on or about January 19, 2024. Because the Applicant submitted its application for a Final Certificate of Tax Exemption prior to the effective date of those amendments (the Applicant's application was submitted October 13, 2023), this Agreement, and the Applicant's eligibility for a Final Certificate of Tax Exemption, is governed by the Code provisions in effect at the time of the application.

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

1. The City shall issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant shall construct on the Site multi-family residential housing substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City approval of this Agreement. In no event may the Applicant construct fewer than 57 new multi-family permanent residential units.
3. The Applicant shall complete construction of the agreed upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension thereof granted by the City.
4. The Applicant shall, upon completion of the improvements and upon issuance by the City of a temporary or permanent Certificate of Occupancy, file with the City's Community Planning and Development Department the following:
 - A. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - B. A description of the completed work and a statement of qualification for the exemption; and
 - C. A statement that the work was completed within the required three-year period or any authorized extension.
5. Upon the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the applicant's filing of the materials described in

Paragraph 4 above, and upon the City's approval of a Final Certificate of Tax Exemption, the City shall file the Final Certificate with the Thurston County Assessor-Treasurer.

6. The Applicant shall, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of eight years, file a notarized declaration with the City's Community Planning and Development Department indicating the following:
 - A. An emailed or electronically submitted statement of occupancy and vacancy of the multi-family units during the previous year in Excel spreadsheet format that includes monthly rent by unit and the income of each household at the time of initial occupancy;
 - B. A notarized certification that the property continues to be in compliance with this Agreement and RCW 84.14; and
 - C. A description of any subsequent improvements or changes to the property;
 - D. The total monthly rent by unit; and
 - E. The income of each renter household at the time of initial occupancy.
7. If, during the term of any Final Certificate of Tax Exemption, the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Thurston County Assessor-Treasurer and the City's Department of Community Planning and Development within 60 days of such change in use. The City may, in its sole discretion, revoke and cancel the Final Certificate of Tax Exemption effective on the date of the Applicant's conversion of any of the multi-family residential housing units to another use.
8. Applicant shall notify the City promptly of any transfer of the Applicant's ownership interest in the Site or in the improvements made to the Site under this Agreement.
9. No rental occupancy is permitted on a transient or short-term basis. This includes rental accommodation that is leased/rented for a period of less than one month including a "short-term rental" as defined in the Olympia Municipal Code.
10. In addition to any other powers reserved to the City by law the City may, in its sole discretion, cancel the Final Certificate of Tax Exemption should the Applicant, or its successors or assigns, fail to comply with any of the terms and conditions of this Agreement.
11. No modification of the Agreement is effective unless mutually agreed upon by the Parties in writing.
12. Any lawsuit related to or arising out of this Agreement must be filed and maintained only in Thurston County Superior Court for the State of Washington.

13. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict does not affect other terms of this Agreement which can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF OLYMPIA

By: _____ Date: _____
Steven J. Burney, City Manager

APPROVED AS TO FORM:

By: Michael M. Young
Deputy City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

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

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

Signature
Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission expires: _____



City Council

Approval of a Resolution Authorizing the Execution of a Multi-Family Tax Exemption Agreement Between City of Olympia and Urban Olympia 12, LLC for an Affordable Housing Development Project

Agenda Date: 5/7/2024
Agenda Item Number: 4.E
File Number:24-0367

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

Title

Approval of a Resolution Authorizing the Execution of a Multi-Family Tax Exemption Agreement Between City of Olympia and Urban Olympia 12, LLC for an Affordable Housing Development Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing the execution of a Multi-Family Tax Exemption Agreement between the City of Olympia and Urban Olympia 12, LLC.

Report

Issue:

Whether to approve a resolution authorizing the execution of a Multi-Family Tax Exemption Agreement between the City of Olympia and Urban Olympia 12, LLC.

Staff Contact:

Jacinda Steltjes, Affordable Housing Program Manager, Office of Community Vitality/Housing and Homeless Response, 360.790.5224

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Project Summary

Urban Olympia 12, LLC is requesting a 12-year multi-family tax exemption for a housing project being constructed at 306 4th Ave. E. The project will produce 2,600 square feet of ground floor commercial space with 48 residential units above the commercial space. Thirty (30) of the residential units will be studio and one-bedroom units affordable to households with incomes at or below 80% of area

median income, adjusted for household size. For reference, a two-person household in Thurston County whose annual gross income is 80% of area median income earns \$72,150. Affordable studio units within the project are anticipated to rent for between \$1,240 to \$1,300. Affordable one-bedroom units are anticipated to rent for between \$1,525 and \$1,600. The remaining 18 units will be rented at market rate.

Property Background

The applicant purchased the property where the project will occur from the City of Olympia. A Real Estate Purchase and Sale Agreement executed in May 2021 states "The Parties agree that sixty percent (60%) of the housing units to be constructed by Buyer upon the Property, which is the subject of this Agreement, shall be affordable low income housing units serving persons with adjusted median income (AMI) in Thurston County, Washington, of eighty percent (80%) AMI or less, as reported by the United States Department of Housing and Urban Development (HUD), for a period of twelve (12) years following the City's issuance of a final Certificate of Occupancy. The Parties further agree the remaining forty percent (40%) of housing units constructed upon the Property may be leased or rented by Buyer at market rate."

12-Year Multi-Family Tax Exemption Program

The City's 12-Year Multi-Family Tax Exemption (MFTE) program was revised in January 2024. Olympia Municipal Code 5.86 now requires all new applicants for the 12-Year MFTE program to rent all residential units within the project at an affordable rate to households with annual incomes at or below 80% area median income. Prior to this code revision, the City's 12-year MFTE program required an applicant to rent a minimum of 20% of units at rates affordable to households with gross annual incomes at or below 115% of area median income.

Although Urban Olympia 12, LLC applied for the 12-year MFTE program after code revisions were implemented, the City's legal staff have determined the project will not be required to comply with the new code revisions due to the fact that the applicant and the City executed a Real Estate Purchase and Sale Agreement in 2021 that clearly identified that the project would be eligible for the 12-year MFTE program and that 60% of units would be rented at affordable rates. The City is honoring this agreement.

Climate Analysis:

The project will offer fully electric appliances in all units. The project will include minimal parking stalls, thus encouraging tenants to utilize nearby transit options. The Olympia Transit Center is located one-tenth of a mile from the project.

Equity Analysis:

In 2021, the Washington State Legislature passed HB 1220 which requires cities, towns and counties to plan to accommodate future housing affordable to a range of incomes and to document the projected housing need each jurisdiction is planning to accommodate in its Comprehensive Plan. Jurisdictions of Thurston County contracted with Thurston Regional Planning Council (TRPC) to determine that Thurston County will need about 54,000 new housing units by 2045 to accommodate projected population growth. Of those, 12,644 new units are needed in Olympia. Of the 12,644, TRPC has determined Olympia will need 264 new units for households earning between 50% and 80% area median income.

A Housing Needs Assessment done by TRPC in 2021 found that 1,955 Olympia households earning

between 50% and 80% of area median income are housing cost burdened, meaning they spend greater than 30% of their income on housing expenses. The assessment found that many housing cost burdened households spend more than 30% of their income on housing because there is not enough affordable housing available for those who need it. The project will provide more housing availability and housing choice at affordable rates.

Neighborhood/Community Interests (if known):

Affordable housing as a whole is an interest to the community. The Multi-Family Tax Exemption program is also an interest to the community.

Financial Impact:

The agreement will exempt Urban Olympia 12, LLC from property taxes associated with the residential improvements made to the property for a duration of 12 years. The applicant will still pay property taxes associated with the land and the commercial aspect of the project.

Options:

1. Approve as-is the resolution authorizing the execution of a 12-Year Multi-Family Tax Exemption Agreement between the City of Olympia and Urban Olympia 12, LLC.
2. Approve an amended version of the resolution authorizing the execution of a 12-Year Multi-Family Tax Exemption Agreement between the City of Olympia and Urban Olympia 12, LLC.
3. Take no action.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING A MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION
AGREEMENT BETWEEN THE CITY OF OLYMPIA AND URBAN OLYMPIA 12, LLC**

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

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

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

WHEREAS, Urban Olympia 12, LLC (“Applicant”) seeks a limited property tax exemption for constructing 48 units of new multi-family residential housing in the Downtown Residential Target Area; and

WHEREAS, Applicant has submitted to the City preliminary site plans and floor plans for new multi-family residential housing to be constructed on property situated approximately at 306 4th Ave. E, Olympia, WA; and

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

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

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

1. The Olympia City Council hereby approves the form of Multi-Family Housing Limited Property Tax Exemption Agreement between the City of Olympia and Urban Olympia 12, LLC and the terms and conditions contained therein.

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

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

THIS AGREEMENT is effective as of the date of the last authorizing signature below. The parties (“Parties”) to this Agreement are Urban Olympia 12, LLC (the “Applicant”) and the City of Olympia, Washington, a municipal corporation (the “City”).

RECITALS

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

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

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

WHEREAS, the City and Applicant entered into a Real Estate Purchase and Sale Agreement with an effective date of May 5, 2021, whereby Applicant purchased real property from the City upon certain terms and conditions; and

WHEREAS, the Recitals of the parties Real Estate Purchase and Sale Agreement were incorporated into the purchase agreement and made a part thereof, and “shall survive the Closing unimpaired and shall not merge into the Deed and recordation thereof, and are fully enforceable by either Party”; and

WHEREAS, in the Real Estate Purchase and Sale Agreement between the parties, Paragraph 10.2 specifically provided that Applicant would file an application with City for a multi-family tax exemption pursuant to OMC Chapter 5.86.040.A.2.b as it existed on May 5, 2021, to provide affordable low income housing serving persons with adjusted median income (AMI) in Thurston County, Washington, of eighty percent (80%) AMI or less, as reported by the United States Department of Housing and Urban Development (HUD), in sixty percent (60%) of the housing units constructed on the Property for a period of twelve (12) years from issuance of a final Certificate of Occupancy; and

WHEREAS, the Applicant and the City further agreed in the Real Estate Purchase and Sale Agreement that following “the twelve (12) year tax exemption under OMC Section 5.86.040.A.2.b [as it existed on May 5, 2021] the number of housing units for affordable low

income housing for persons with adjusted median income (AMI) in Thurston County, Washington, of eighty percent (80%) AMI or less, as reported by the United States Department of Housing and Urban Development (HUD) shall be reduced to thirty percent (30%) of the housing units on the Property for three years. For the final five (5) years of the restrictive covenant to be recorded upon the title of the Property, the number of housing units for affordable low income housing for persons with adjusted median income (AMI) in Thurston County, Washington, of eighty percent (80%) or less, as reported by the United States Department of Housing and Urban Development (HUD) shall be reduced to twenty percent (20%) of the housing units on the Property”; and

WHEREAS, the Real Estate Purchase and Sale Agreement between Applicant and City further provided in Paragraph 10.1 that the “Buyer [Applicant herein] shall perform all obligations from the date of this Agreement, including all provisions herein that shall survive the Closing, including those relating to its obligations to provide affordable low income housing units upon the Property”; and

WHEREAS, the Applicant and City agreed in the Real Estate Purchase and Sale Agreement that “Buyer [Applicant] shall apply to Seller [City] for an affordable housing multi-family tax exemption (MFTE) for the Property, pursuant to OMC Section 5.86.010.A.2.b” as said section existed in the Olympia Municipal Code on May 5, 2021; and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing 48 units of new multi-family residential housing in the Downtown Residential Target Area; and

WHEREAS, the Applicant has submitted to the City preliminary site plans and floor plans for new multi-family residential housing to be constructed on property situated approximately at 306 4th Ave. E, Olympia, WA and described more specifically as follows:

Assessor’s Parcel #: 78503300700
Legal Description: Parcel A, Boundary Line Adjustment No. SS-5502, according to the short plat recorded under Recording Number 8711240029, records of Thurston County, State of Washington. Situate in the County of Thurston, State of Washington.
Street Address: 306 4th Avenue E
Olympia, WA

Herein referred to as the “Site”; and

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

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

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

1. The City shall issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant shall construct on the Site multi-family residential housing substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City approval of this Agreement.
3. The Applicant shall complete construction of the agreed upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension thereof granted by the City.
4. The Applicant shall, upon completion of the improvements and upon issuance by the City of a temporary or permanent Certificate of Occupancy, file with the City's Community Planning and Development Department the following:
 - A. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - B. A description of the completed work and a statement of qualification for the exemption; and
 - C. A statement that the work was completed within the required three-year period or any authorized extension.
5. Upon the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the applicant's filing of the materials described in Paragraph 4 above, and upon the City's approval of a Final Certificate of Tax Exemption, the City shall file the Final Certificate with the Thurston County Assessor-Treasurer.
6. The Applicant shall, within thirty days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of twelve years, file a notarized declaration with the City's Community Planning and Development Department indicating the following:

- A. An emailed or electronically submitted statement of occupancy and vacancy of the multi-family units during the previous year in Excel spreadsheet format that includes monthly rent by unit and the income of each household at the time of initial occupancy;
 - B. A notarized certification that the property continues to be in compliance with this Agreement and RCW 84.14; and
 - C. A description of any subsequent improvements or changes to the property;
 - D. The total monthly rent by unit; and
 - E. The income of each renter household at the time of initial occupancy.
7. If, during the term of any Final Certificate of Tax Exemption, the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Thurston County Assessor-Treasurer and the City's Department of Community Planning and Development within 60 days of such change in use. The City may, in its sole discretion, revoke and cancel the Final Certificate of Tax Exemption effective on the date of the Applicant's conversion of any of the multi-family residential housing units to another use contrary to the parties agreement in the Real Estate Purchase and Sale Agreement effective May 5, 2021..
 8. Applicant shall notify the City promptly of any transfer of the Applicant's ownership interest in the Site or in the improvements made to the Site under this Agreement.
 9. No rental occupancy is permitted on a transient basis. This includes rental accommodation that is leased/rented for a period of less than one month.
 10. In addition to any other powers reserved to the City by law the City may, in its sole discretion, cancel the Final Certificate of Tax Exemption should the Applicant, or its successors or assigns, fail to comply with any of the terms and conditions of this Agreement.
 11. No modifications of the Agreement shall be made unless mutually agreed upon by the parties in writing.
 12. Any lawsuit related to or arising out of this Agreement must be filed and maintained only in Thurston County Superior Court for the State of Washington.
 13. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict does not affect other terms of this Agreement which can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last signature affixed hereto.

CITY OF OLYMPIA

By: _____ Date: _____
Steven J. Burney, City Manager

APPROVED AS TO FORM:

By: **Mark Barber**
City Attorney


STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

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

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

Signature
Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission expires: _____

PROPERTY OWNER(S):


By: 
 Walker John, Governor
 Date: 4/24/2024

STATE OF WASHINGTON)
) ss.
 COUNTY OF THURSTON)

On this 29 day of APRIL, 2024, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Walker John to me known to be the Governor of Urban Olympia 12, LLC, a Washington Limited Liability Company, who executed the foregoing instrument and acknowledged the said instrument to be his/her/their free and voluntary act and deed of said limited liability corporation, for the uses and purposes therein mentioned and on oath stated that he/she/they is/are authorized to execute the said instrument on behalf of Urban Olympia 12, LLC.

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




 Signature
 Print Name: K. FOLLETT
 NOTARY PUBLIC in and for the State of Washington, residing at THURSTON
 My Commission expires: 12/28/2027



City Council

Approval of Resolution Authorizing the Execution of an Eight-Year Multi-Family Tax Exemption Agreement Between City of Olympia and Urban Olympia 10a, LLC

Agenda Date: 5/7/2024
Agenda Item Number: 4.F
File Number:24-0333

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

Title

Approval of Resolution Authorizing the Execution of an Eight-Year Multi-Family Tax Exemption Agreement Between City of Olympia and Urban Olympia 10a, LLC

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Resolution and authorize the City Manager to sign the Eight-Year Multi-Family Tax Exemption Agreement between City of Olympia and Urban Olympia 10a, LLC.

Report

Issue:

Whether to approve the Resolution authorizing the City Manager to sign the Multi-Family Tax Exemption Agreement between City of Olympia and Urban Olympia 10a, LLC.

Staff Contact:

Jacinda Steltjes, Affordable Housing Program Manager, Office of Vitality/ Housing & Homeless Response, 360.790.5224

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Urban Olympia 10a, LLC is requesting a Multi-Family Tax Exemption under the eight-year program. The applicant will develop property located at 401 Union Ave. SE into 59,098 square feet of market rate residential multi-family units. The applicant reports the project will cost approximately \$14 million to construct. Construction began in 2023 and is anticipated to conclude spring 2025. When complete, the project will offer 10 street-level loft units with 60 additional units throughout the second through fourth floors and 50 parking stalls. The applicant has not set rental rates yet.

The applicant submitted its application for a Multi-Family Tax Exemption under the eight-year program in late 2023, prior to the City's new code regulations taking effect. As such, a fee in lieu of creating affordable units does not apply to this project.

Climate Analysis:

The project will feature electric appliances in all units. The project is located a little more than half a mile from Olympia's transit center and is located 500 feet from an Intercity Transit route 94 bus stop and one-eighth of a mile from both an Intercity Transit route 13 and a route 60 bus stop.

The project has included 50 stalls of parking for residents allowing for more auto-centric living in the downtown. This will have an impact on the City's carbon emissions by not choosing to take advantage of the zero parking requirements in the downtown.

Equity Analysis:

The City is currently updating its Comprehensive Plan, to include its Housing Element. The Plan must illustrate how the City of Olympia plans to make housing available to meet the needs of the population growth projected to occur by 2045. Thurston Regional Planning Council (TRPC) determined in late 2023 that Thurston County will need approximately 54,000 new housing units by 2045. According to TRPC, of this amount, about 12,600 are needed in the City of Olympia. Of these, roughly 6,500 new units are needed for households whose annual gross income is 100%+ of area median income. The Malt House project will provide 57 market rate units.

A Multi-Family Tax Exemption program study commissioned by the City and completed in 2022 found that housing development in downtown is generally not feasible without incentives such as the MFTE program.

Neighborhood/Community Interests (if known):

Housing is a concern within the community. The Multi-Family Tax Exemption program is also a program that the community has expressed strong opinions toward.

Financial Impact:

Property taxes associated with the value of the residential improvements will be exempted for an eight-year period. The amount of property tax Urban Olympia 10, LLC will be exempted from paying will be determined annually by the Thurston County Assessor's Office. The annual exemption takes into account the assessed value of the residential building improvements and the current year's taxation rates.

Options:

1. Approve the Resolution as presented authorizing the City Manager to sign the Multi-Family Tax Exemption Agreement between the City of Olympia and Urban Olympia 10a, LLC.
2. Approve an amended Resolution authorizing the City Manager to sign the Multi-Family Tax Exemption Agreement between the City of Olympia and Urban Olympia 10a, LLC.
3. Take no action.

Attachments:

Resolution

Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING A MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION
AGREEMENT BETWEEN THE CITY OF OLYMPIA AND URBAN OLYMPIA 10a, LLC**

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

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

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

WHEREAS, Urban Olympia 10a, LLC, (“Applicant”) seeks a limited property tax exemption for constructing 70 units of new multi-family residential housing in the Downtown Residential Target Area; and

WHEREAS, Applicant has submitted to the City preliminary site plans and floor plans for new multi-family residential housing to be constructed on property situated approximately at 401 Union Ave SE, Olympia, WA; and

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

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

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

1. The Olympia City Council hereby approves the form of Multi-Family Housing Limited Property Tax Exemption Agreement between the City of Olympia and Urban Olympia 10a, LLC and the terms and conditions contained therein.

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

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

THIS AGREEMENT is effective as of the date of the last authorizing signature below. The parties (“Parties”) to this Agreement are Urban Olympia 10a, LLC (the “Applicant”) and the City of Olympia, Washington, a municipal corporation (the “City”).

RECITALS

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

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

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

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing 70 units of new multi-family residential housing in the Downtown Residential Target Area; and

WHEREAS, the Applicant has submitted to the City preliminary site plans and floor plans for new multi-family residential housing to be constructed on property situated approximately at 401 Union Avenue SE, Olympia, WA and described more specifically as follows:

Assessor’s Parcel #: 8909500200
Legal Description: Section 23 Township 18 Range 2W Plat
WILLIAMS CHARLES E FIRST ADDITION
Document 001030 TR A BLA211440OL AFN
4945070
Street Address: 401 Union Ave SE,
Olympia, WA

Referred to in this Agreement as the “Site”; and

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

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

WHEREAS, the Olympia City Council amended provisions of the Olympia Municipal Code governing the City's MTFE program in Ordinance No. 7386, passed December 19, 2023, and effective on or about January 19, 2024. Because the Applicant submitted its application for a Final Certificate of Tax Exemption prior to the effective date of those amendments (the Applicant's application was submitted October 13, 2023), this Agreement, and the Applicant's eligibility for a Final Certificate of Tax Exemption, is governed by the Code provisions in effect at the time of the application.

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

1. The City shall issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant shall construct on the Site multi-family residential housing substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City approval of this Agreement. In no event may the Applicant construct fewer than 70 new multi-family permanent residential units.
3. The Applicant shall complete construction of the agreed upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension thereof granted by the City.
4. The Applicant shall, upon completion of the improvements and upon issuance by the City of a temporary or permanent Certificate of Occupancy, file with the City's Community Planning and Development Department the following:
 - A. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - B. A description of the completed work and a statement of qualification for the exemption; and
 - C. A statement that the work was completed within the required three-year period or any authorized extension.

5. Upon the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the applicant's filing of the materials described in Paragraph 4 above, and upon the City's approval of a Final Certificate of Tax Exemption, the City shall file the Final Certificate with the Thurston County Assessor-Treasurer.
6. The Applicant shall, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of eight years, file a notarized declaration with the City's Community Planning and Development Department indicating the following:
 - A. An emailed or electronically submitted statement of occupancy and vacancy of the multi-family units during the previous year in Excel spreadsheet format that includes monthly rent by unit and the income of each household at the time of initial occupancy;
 - B. A notarized certification that the property continues to be in compliance with this Agreement and RCW 84.14; and
 - C. A description of any subsequent improvements or changes to the property;
 - D. The total monthly rent by unit; and
 - E. The income of each renter household at the time of initial occupancy.
7. If, during the term of any Final Certificate of Tax Exemption, the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Thurston County Assessor-Treasurer and the City's Department of Community Planning and Development within 60 days of such change in use. The City may, in its sole discretion, revoke and cancel the Final Certificate of Tax Exemption effective on the date of the Applicant's conversion of any of the multi-family residential housing units to another use.
8. Applicant shall notify the City promptly of any transfer of the Applicant's ownership interest in the Site or in the improvements made to the Site under this Agreement.
9. No rental occupancy is permitted on a transient or short-term basis. This includes rental accommodation that is leased/rented for a period of less than one month, including a "short-term rental" as defined in the Olympia Municipal Code.
10. In addition to any other powers reserved to the City by law the City may, in its sole discretion, cancel the Final Certificate of Tax Exemption should the Applicant, or its successors or assigns, fail to comply with any of the terms and conditions of this Agreement.
11. No modification of the Agreement is effective unless mutually agreed upon by the Parties in writing.

12. Any lawsuit related to or arising out of this Agreement must be filed and maintained only in Thurston County Superior Court for the State of Washington.
13. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict does not affect other terms of this Agreement which can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first below written.

CITY OF OLYMPIA

By: _____ Date: _____
 Steven J. Burney, City Manager

APPROVED AS TO FORM:

By: Michael M. Young
 Deputy City Attorney

STATE OF WASHINGTON)
) ss.
 COUNTY OF THURSTON)

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

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

 Signature
 Print Name: _____
 NOTARY PUBLIC in and for the State of
 Washington, residing at _____
 My Commission expires: _____

PROPERTY OWNER(S):

URBAN OLYMPIA 10a LLC

By:  _____
Walker John, Governor

Date: 4/25/2024

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this 25 day of April, 2024, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Walker John to me known to be the Governor of Urban Olympia 10a, LLC, a Washington Limited Liability Company, who executed the foregoing instrument and acknowledged the said instrument to be his/her/their free and voluntary act and deed of said limited liability corporation, for the uses and purposes therein mentioned and on oath stated that he/she/they is/are authorized to execute the said instrument on behalf of Urban Olympia 10a, LLC.

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





Signature _____
Print Name: Teri Haglund
NOTARY PUBLIC in and for the State of
Washington, residing at Thurston Co.
My Commission expires: 7-9-27



City Council

Approval of a Resolution Authorizing an Agreement between the Cities of Olympia, Lacey, Tumwater, and Yelm to Complete a Joint Housing Displacement Analysis

Agenda Date: 5/7/2024
Agenda Item Number: 4.G
File Number:24-0385

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

Title

Approval of a Resolution Authorizing an Agreement between the Cities of Olympia, Lacey, Tumwater, and Yelm to Complete a Joint Housing Displacement Analysis

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to o Approve a Resolution Authorizing an agreement between the Cities of Olympia, Lacey, Tumwater, and Yelm to Complete a Joint Housing Displacement Analysis.

Report

Issue:

Whether to Approve a Resolution Authorizing a Memorandum of Understanding between the Cities of Olympia, Lacey, Tumwater, and Yelm to Complete a Joint Housing Displacement Analysis.

Staff Contact:

Christa Lenssen, Senior Housing Program Specialist, Office of Community Vitality, 360.570.3762

Presenter(s):

Christa Lenssen, Senior Housing Program Specialist, Office of Community Vitality, 360.570.3762

Background and Analysis:

In 2021, the Washington State Legislature changed the planning requirements for housing through House Bill 1220 (HB 1220). Jurisdictions planning under the new Growth Management Act (GMA) requirements in RCW 36.70A.070(2)(e-h) are required to address policies, programs and zoning that may have a racially disparate or exclusionary effect and address patterns of disinvestment. Local governments must also identify displacement risk and establish policies to prevent displacement or reduce the hardships caused by displacement. This analysis will inform the housing element of the City's Comprehensive Plan.

The Cities of Olympia, Lacey, Tumwater and Yelm are each working to update their Comprehensive Plans by December 2025. The Cities have worked together on regional and individual plans (Housing Needs Assessment and resulting Housing Action Plans) and wish to work collaboratively with one consultant to complete this analysis. The City of Olympia will be the lead contract manager and will enter into a contract with the selected consultant. Each City will provide one or more staff representatives to participate in regular meetings and information-sharing with the consultant. The City of Olympia will provide payment to the consultant and seek reimbursement from the cities of Lacey, Tumwater, and Yelm at the completion of the contract at a proportional rate based on the number of zoning districts in each jurisdiction. The City has offered to lead the effort on a regional displacement study to help reduce costs, align visioning around the comprehensive plan update, and honor the nature of a regional effort around housing and homelessness response.

Climate Analysis:

The displacement analysis is not expected to have an impact on greenhouse gas emissions.

Equity Analysis:

The consultant will identify disparities and develop policy and regulatory recommendations that can begin to undo racially disparate impacts, displacement, and exclusion in housing in Olympia. Black, Indigenous and People of Color (BIPOC) and low-income households will benefit from anti-displacement measures taken by the City. City staff, housing developers and housing providers may be impacted by changes in regulations, such as zoning changes, tenant protections, land use decisions, housing preservation efforts, and increased investments in housing for low-income households.

BIPOC households have been historically excluded from purchasing homes in Olympia, as evidenced by racially restrictive covenants catalogued by the University of Washington and identified by the Thurston County Auditor's Office. Today approximately 42% of BIPOC households in Thurston County rent their homes, compared to 31% of white households. Renting households are at higher risk of displacement than homeowner households. BIPOC households earn less on average than white households in Thurston County, putting them at higher risk of displacement due to rising housing costs. White households are the most likely to earn over \$100,000 annually and least likely to earn under \$35,000 annually than any other racial or ethnic group countywide. The median household income of white households in Thurston County is \$83,030, compared to: \$70,331 for Hispanic/Latinx households, \$73,338 for American Indian & Alaska Native households, \$77,944 for Black/African American households, and \$74,095 for multiracial households.

The consultant will engage community-based organizations and trusted advocates to help facilitate outreach and engagement to community groups who can help identify disparities, displacement, and exclusion, as well as help to identify potential interventions. The consultant will contract with community-based organizations and interpreters, as needed, to ensure that language and cultural access is thoughtfully incorporated in outreach efforts. City staff will provide connections with local advocates and groups to help reach communities who are often underrepresented in the public process.

Neighborhood/Community Interests (if known):

As part of the Assessment of Fair Housing completed for Thurston County in 2023, over 600 community members participated in an online survey. About 26% of survey respondents (154

individuals) reported that they could be at risk of eviction or foreclosure in the next 6 months. Overall, 46% of respondents (278 individuals) reported that in the past year they have considered moving out of the city or county where they currently live because their housing does not meet their needs. The primary reason that survey participants considered moving is because it is too expensive where they live. BIPOC residents were more likely than white residents to report that they have considered moving out of the area in the past year.

During the public hearing on March 19, 2024 for proposed tenant protections (including tenant relocation assistance), several community members indicated that they knew of community members who moved due to rising housing costs in the area.

Financial Impact:

Funds have been allocated for a consultant to complete this analysis as part of the Comprehensive Plan update. Olympia will contribute 33% of payment for the consultant contract. The contract for consultant services outlines a total budget of \$99,000. Olympia will be the lead contract manager and will seek reimbursement at agreed upon percentages from the other cities upon completion of the contract.

Options:

1. Approve a Resolution Authorizing a Memorandum of Understanding between the Cities of Olympia, Lacey, Tumwater, and Yelm to Complete a Joint Housing Displacement Analysis.
2. Modify a Resolution Authorizing a Memorandum of Understanding between the Cities of Olympia, Lacey, Tumwater, and Yelm to Complete a Joint Housing Displacement Analysis. Modification will delay contract start date.
3. Do not approve a Resolution Authorizing a Memorandum of Understanding between the Cities of Olympia, Lacey, Tumwater, and Yelm to Complete a Joint Housing Displacement Analysis. Risk noncompliance with Growth Management Act requirements if an analysis is not completed to inform Olympia's Comprehensive Plan.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OLYMPIA AND THE CITIES OF LACEY, TUMWATER, AND YELM FOR A HOUSING DISPLACEMENT AND RACIALLY DISPARATE IMPACTS ANALYSIS

WHEREAS, Washington’s Growth Management Act requires jurisdictions to conduct a displacement and racially disparate impacts analysis (the Analysis) to inform the development of the housing element of their Comprehensive Plans; and

WHEREAS, jurisdictions in Thurston County have implemented regional approaches to addressing housing challenges; and

WHEREAS, the cities of Olympia, Lacey, Tumwater, and Yelm (the Cities) do not alone have sufficient resources to contract with a consultant to provide the services necessary to conduct the Analysis; and

WHEREAS, a contract with one Consultant will help each of the Cities comply with the requirements of the Growth Management Act, as well as inform regional policies and approaches to address displacement, while permitting the Cities to share the costs of the work to be performed by the consultant;

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

1. The Olympia City Council hereby approves the form of Memorandum of Understanding between the City of Olympia and the Cities of Lacey, Tumwater, and Yelm for a Housing Displacement and Racially Disparate Impacts Analysis and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Memorandum of Understanding, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITIES OF OLYMPIA, LACEY, TUMWATER, AND YELM
REGARDING A HOUSING DISPLACEMENT AND RACIALLY DISPARATE IMPACTS ANALYSIS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into between and among the City of Olympia (“Olympia”), the City of Lacey (“Lacey”), the City of Tumwater (“Tumwater”), and the City of Yelm (“Yelm”), municipalities organized under the laws of the State of Washington, and collectively hereafter referred to as “Parties” or “the Parties,” or individually as “Party” or “the Party.”

RECITALS

WHEREAS, Washington’s Growth Management Act requires jurisdictions to conduct a displacement and racially disparate impacts analysis to inform the development of the housing element of their Comprehensive Plan; and

WHEREAS, none of the Parties alone have sufficient resources to contract with a consultant to provide the services requested; and

WHEREAS, jurisdictions in Thurston County have implemented regional approaches to addressing housing challenges; and

WHEREAS, the Parties wish to contract with one consultant to complete a Housing Displacement and Racially Disparate Impacts Analysis that provides recommendations for development of each Party’s Comprehensive Plan; and

WHEREAS, a contract with one consultant will help each Party comply with the requirements of the Growth Management Act, as well as inform regional policies and approaches to address displacement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Purpose/Objective

The purpose of this MOU is for Olympia to contract with one consultant and share the costs associated with a Housing Displacement and Racially Disparate Impacts Analysis (“Contract”) for their respective jurisdictions, and that Olympia shall be the lead agency for contract purposes with the Consultant and shall invoice each Party for its respective percentage portion of the contracted services.

2. Scope of Agreement/Work

The responsibilities of the Parties are as follows:

- A. Olympia agrees to take the lead on entering into and managing a Contract with the selected consultant, BDS Planning & Urban Design, a Washington limited liability company (“Consultant”), to perform respective Housing Displacement and Racially Disparate Impacts Analysis for each Party’s jurisdiction as described in the Scope of Work attached hereto as Exhibit A.
- B. All expenses of the Contract will be shared among all the Parties as described in Section 3 of this MOU.
- C. The full amount of the contracted services will not exceed Ninety-Nine Thousand and 00/100 Dollars (\$99,000).
- D. Each City will provide one or more staff representatives who will participate in regular meetings with the Consultant, provide data to the Consultant (such as policy documents, guidance materials, or Housing Action Plans), and schedule presentations to their City Council, Council Committees, or Planning Commissions, as appropriate.
- E. Each City’s representative will be responsible for the deliverables related to their jurisdiction and for communication with the Consultant.
- F. Each City’s staff representative will collaborate with the Consultant on proposed policy solutions, as needed, and will provide contacts for potential community engagement.
- G. Each City’s staff representative will participate in community engagement in their jurisdiction.

3. Method of Payment

- A. Olympia will be reimbursed from the other Parties for payment of contracted services by the Consultant at the conclusion of the Contract in the percentages set forth below. Each city agrees to pay its share of the cost of the contracted services within thirty (30) days to Olympia after being invoiced by Olympia:
 - a. City of Lacey: 32%
 - b. City of Tumwater: 22%
 - c. City of Olympia: 33%
 - d. City of Yelm: 13%

4. Duration of Agreement

The contracted services will be completed no later than February 28, 2025, or in the manner described under the termination section of any Professional Services Agreement with the Consultant.

5. Posting or Recording

Prior to its entry into force, this Agreement shall be posted upon the websites of the Parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office or as required by RCW 39.34.040.

6. Modification

This Memorandum of Understanding may only be changed, amended, or modified, if in writing, and executed by each of the Parties hereto.

Steven J. Burney, City Manager
City of Olympia
Date: _____

Approved as to Form:

Mark Barber

City Attorney

Debbie Sullivan, Mayor
City of Tumwater
Date: _____

Approved as to Form:

City Attorney

Rick Walk, City Manager
City of Lacey
Date: _____

Approved as to Form:

City Attorney

Joe DePinto, Mayor
City of Yelm
Date: _____

Approved as to Form:

City Attorney

**EXHIBIT “A”
SCOPE OF WORK
HOUSING DISPLACEMENT ANALYSIS AND COMPREHENSIVE PLAN RECOMMENDATIONS FOR
THE CITIES OF LACEY, OLYMPIA, TUMWATER AND YELM**

(“Consultant”) will conduct a displacement analysis and provide separate recommendations to the Cities of Lacey, Olympia, Tumwater, and Yelm (“Cities”) to inform amendments to their respective housing elements as part of the Cities’ Comprehensive Plan updates. The Washington State Legislature recently adopted changes to the housing-related provisions of the Growth Management Act (GMA) as part of HB 1220 (2021).

The Consultant will develop a racial equity and displacement report in line with state guidance that identifies local policies and regulations that result in racially disparate impacts, displacement risks, and areas where people may be at higher risk of displacement. The Consultant will develop proposed strategies and policies to support anti-displacement measures and begin to undo the impacts of local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing as defined in RCW 36.70A.070(2)(e)-(h).

HB 1220 (2021) significantly amended the requirements for the housing element of 20-year comprehensive plans developed under the Growth Management Act. The bill requires local governments to adopt comprehensive plans that contain a housing element that, among other things:

[...]

(e) Identifies local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including:

- (i) Zoning that may have a discriminatory effect;*
- (ii) Disinvestment; and*
- (iii) Infrastructure availability;*

(f) Identifies and implements policies and regulations to address and begin to undo racially disparate impacts, displacement, and exclusion in housing caused by local policies, plans, and actions;

(g) Identifies areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments; and

(h) Establishes anti-displacement policies, with consideration given to the preservation of historical and cultural communities as well as investments in low, very low, extremely low, and moderate income housing; equitable development initiatives; inclusionary zoning; community planning requirements; tenant protections; land disposition policies; and consideration of land that may be used for affordable housing.

[...]

Consultant Responsibilities:

TASK 1 – Kickoff Meeting, Coordination and Administration (May-November 2024)

Task 1.1: Project Kick-Off

A project kick-off meeting will include key members of the consulting team and be an opportunity to get acquainted with Cities' staff, review the scope of work, identify critical issues, and establish priorities for the project's timeline and budget. This kick-off meeting will ensure that Cities' staff are aligned in expectations of the Consultant's work. Key elements of this kick-off meeting will be refining the approach, scope timeline and anticipated outcomes/deliverables. Consultant and the Cities will also discuss the designation of key staff to support the process, schedule regular meetings, and review City Council, Council Committees, or Planning Commission dates.

Task 1.2: Regular Project Planning Check-in

Following the kickoff meeting, the Consultant's Project Manager will schedule regular in-person/virtual project management check-ins with the Cities' Project Managers to review project progress, schedules, outstanding tasks, and related issues. Each City will provide a staff representative for regular check-in meetings with the Consultant.

Task 1.3: Planning & Coordination Meetings

Consultant will remain in close working contact with the Cities through phone calls, e-mail communication, virtual and in-person meetings. Consultant will track time daily, and will deliver detailed monthly invoices including descriptions of work accomplished and staff time to complete work.

Consultant deliverables: Kickoff agenda; meeting notes and documents; meeting schedule; monthly progress reports (to include information reviewed, summary of initial findings, any challenges encountered, key questions for further research, and next steps); monthly invoices.

TASK 2 – Background Research and Development of Methodology (May-July 2024)

Task 2.1: Lines of Questioning

The Consultant will work with key project stakeholders from each of the Cities to finalize research objectives, confirm the boundaries of the research, and establish data collection goals. The Consultant will explore three key questions for research:

- What past housing policies resulted in resident displacement and racially disparate impacts?
- What types of current housing policies create the risk of resident displacement and racially disparate impacts?
- What groups and communities are at the greatest risk of housing displacement and racially disparate impacts?

Task 2.2: Knowledge Debriefing

The Consultant will meet with the Cities and key stakeholders in housing development to gather critical context, debrief their unique perspective and to discuss assumptions about lines of questioning, potential outcomes, and the best way forward.

Task 2.3: Literature Review

The Consultant will complete a literature review of existing guidance, data, policy reports, and promising activities around displacement risk analysis and racially disparate impacts. This literature review will include, but is not limited to:

- A review of existing plans, studies, and documentation about housing policies within Lacey, Olympia, Tumwater, and Yelm.
- Guidance from Department of Commerce and reference materials; Displacement risk analysis models from other jurisdictions (Bellingham, Seattle, Portland, & Puget Sound Regional Council)
- Academic Field Scan: A review of the latest peer reviewed journals about systemic injustice within housing policy and best practices for anti-displacement strategies.
- Geospatial Field Scan: A review of relevant mapping zoning and land use layers related to housing policies
- Socio-Economic Demography Analysis: A review of census data and other sources of information about people in the study area, with a focus on Historical and cultural communities, Manufactured home communities, Low, very low, extremely low, and moderate-income households
- Power Mapping Analysis: Review of who drives the discussion, resourcing, and policy making around housing in the study area
- Bibliography development: Formatted list of sources cited during literature

Task 2.4: Defining Terms

The Consultant will define key terms by assessing literature review results to identify topical themes about anti-displacement, to compare the differing meanings of anti-displacement terminology, and to select and build consensus around the terminology to be used for housing anti-displacement housing policies in driving Lacey, Olympia, Tumwater, and Yelm.

Task 2.5: Evaluation Model – Selecting Indicators

An evaluation model allows for actively applying lessons learned during the literature review to the project area in question. Indicators bridge the gap between a literature review and lived experience by helping to measure and convey complex phenomena. To capture the status-quo of housing displacement in the four Cities, and to measure success of future housing policies, the Consultant will help the Cities evaluate questions such as:

- What is an acceptable rate of housing displacement?
- What elements about a housing policy suggest it contributes to housing displacement?
- What elements about a group or community make it a candidate for restorative housing justice for past displacement?

- What elements about a group or community make it at risk for housing displacement in the short, medium, and long term?

An indicators field scan supplements the literature review, allowing the Consultant to understand how other communities have measured past housing displacement, and future risk of the same. The Consultant will work with the Cities and key stakeholders to build consensus and select indicators that reflect the unique character and legacy of the four Cities.

Consultant deliverables: Summary document of methodology, references reviewed and incorporated, data and mapping elements to be analyzed.

TASK 3 – Outreach, Engagement & Analysis (July-September 2024)

Task 3.1: Outreach and Engagement

Consultant’s approach is to ensure that planning processes do not further oppress the communities they intend to serve. Consultant focuses on continuous learning and growth in this area to be sure that they do not exacerbate institutional racism. Consultant regularly examines their implicit biases in community engagement, including who they unconsciously exclude and why. Consultant holds themselves accountable to engaging and empowering participation and leadership among these groups, especially those that have been historically excluded and undermined in the planning process.

The Consultant will complete two phases of community engagement: pre-engagement and engagement.

Pre-Engagement Phase: The Consultant will establish expectations for community engagement, review community demographics, and work with the client to develop a list of leaders and/or groups that represent traditionally underrepresented communities and then interview those leaders/groups one-on-one. This early engagement informs the development of a *Community Engagement Plan*, where the Consultant will describe tailored engagement strategies that will engage specific communities.

Engagement Phase: The Consultant will offer a menu of options that maximize engagement and build lasting relationships and leadership between communities and Cities. Engagement options include key stakeholder engagement, topical focus groups, advisory boards, surveys, community forums, and other interpersonal strategies to reach consensus toward collaborative action. Following the development of an outreach and engagement framework that can align guiding principles and goals, the Consultant will prepare a project specific engagement and communications plan. This plan will outline intended public engagement activities, timelines, and specific strategies for reaching target audiences as well as all marketing materials. The Consultant will regularly evaluate the menu of engagement options.

A. Affinity Groups & Individual Interviews

The Consultant’s approach to Affinity Groups and Individual Interviews depends on the scale and complexity of the study and the Cities’ capacity for data gathering and analysis. Reasonable measures are developed closely with the Cities’ staff, who will gather the data and report in collaboration with the communities the programs serve. Consultant’s approach allows the Cities to choose an approach to measurement best suited to their expected outcomes. The Consultant will facilitate 4 – 6 affinity group

meetings with targeted stakeholder communities, with support of subcontracted Community Based Organizations. Consultant will work with the Cities to identify potential affinity groups.

B. Identifying & Contracting with Community Based Organizations

The Consultant will convene staff from the Cities to align expectations for the engagement and community partnerships. The Consultant will work with the Cities to ensure that the recommendations out of any initiative have meaningful contribution and buy-in from targeted populations, but it will be of ultimate benefit for the Cities to establish the trust, accountability, and transparency needed to develop a leadership pipeline in community for ongoing collaboration.

The Consultant will identify, with the assistance of the Cities, Community Based Organizations who are trusted advocates in the community and recognized as respected leaders. The Consultant will subcontract with Community Based Organizations that are identified by the Consultant and the City. Recruitment strategies should bear in mind current gaps in engagement, community demographics, and language needs. Community Based Organizations will provide meeting space, facilitation, translation, interpretation, outreach, and/or engagement to support the Consultant's community engagement efforts.

Task 3.2 Data Collection

The Consultant will collect, evaluate, and analyze relevant data to determine which housing policies are producing injustice and which groups need the most support to reduce displacement risk. The Consultant will collect data to:

1. Identify areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments
2. Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including:
 - a. Zoning that may have a discriminatory effect;
 - b. Disinvestment; and
 - c. Infrastructure availability.

The Consultant will pair the analysis of readily available datasets with the more active affinity group engagement method.

Task 3.3 Conclusions

Results and findings will be assembled into a report to support the development of anti-displacement housing policies.

Consultant deliverables: Community Engagement Plan, affinity group and stakeholder meeting notes, summary document identifying areas and community groups at risk of displacement and causes of displacement; summary of policies resulting in racially disparate impacts, displacement and exclusion in housing.

TASK 4 – Develop Recommendations (September-November 2024)

Task 4.1 Policy & Regulation Development

Following Consultant's data collection and analysis, the Consultant will synthesize the feedback received from community engagement to develop the final policy and regulation as follows:

1. Debrief with staff about the results of the data collection and housing displacement analysis
 - a. The Consultant will share feedback from community engagement with Cities.
 - b. Initial policy discussions may start to take shape during this phase.
 - c. Additional research may be required to best address community concerns. This could include additional targeted outreach to the community to clarify certain points, or researching similar situations in other cities or contexts.
2. Rebalancing
 - a. The Consultant will assess with the Cities whether other community voices may need to be prioritized when selecting issues and feedback for policy influence.
3. Collective Review
 - a. The Consultant will provide opportunities for stakeholders to review early drafts to provide feedback. The Consultant will report on suggested changes and additional input to the Cities and incorporate changes, as agreed upon by the Cities.

Consultant deliverables: Summary document and/or tables listing potential policy or strategic interventions, and evaluation of options for use by each jurisdiction.

TASK 5 – Final Report & Presentations (November 2024-February 2025)

Task 5.1 Final reports

The Consultant will provide a draft report to staff and a final report that incorporates staff comments. The Consultant will produce a draft and final report with a focus on the challenges that community is facing with the existing system, including current knowledge of the system and recommendations for improvement. The report will identify areas and communities at risk of displacement and racially disparate impacts, including racial, ethnic and religious communities which have been subject to discriminatory housing policies in the past and displacement risk of very low-, low-, and moderate-income households. The report will also summarize community input and key themes that will help the Cities prioritize future investments in zoning, racial equity, and on capital improvements, as well as recommendations for policy changes.

Anti-displacement policies and investments may include, but are not limited to:

- Preservation of historical and cultural communities;
- Investments in low, very low, extremely low, and moderate income housing;
- Equitable development initiatives;
- Inclusionary zoning;
- Community planning requirements;
- Tenant protections;

- Land disposition policies; and
- Consideration of land that may be used for affordable housing.

Consultant will provide an evaluation of interventions with regard to cost, difficulty, and impact of potential interventions. Policy recommendations or other anti-displacement strategies should include regional impact, as well as specific actions that could be undertaken by each City, based on displacement risk and current policies.

[Remainder of page left intentionally blank.]

Task 5.2 Documentation of The Full Record of All Public Comments and Input

The Consultant will coordinate with City staff to maintain documentation of the full record of all public comments and input received in all outreach efforts as well as documentation community participants and their contact information for future engagement.

Task 5.3 Public Information Materials

The Consultant will create print and digital information materials such as posters, brochures, Power-Point presentations based on City guidance.

Consultant deliverables: Draft and finalize the Housing Displacement Analysis Report; two presentations per City to each Cities’ City Council, Council Committees, or Planning Commission.

Timeline

The timeline may be adjusted to accommodate other Cities’ priorities or needs.

TASK	SCHEDULE
TASK 1 – Kickoff, Coordination and Administration	May – November 2024
TASK 2 – Background Research & Development of Methodology	May – July 2024
TASK 3 – Outreach, Engagement, & Analysis	July - September 2024
TASK 4 – Develop Recommendations	September - October 2024
TASK 5 – Final Report & Presentations	November 2024 – February 2025

Cities’ Responsibilities:

Research Support: Each City will be responsible for the outcomes of the report related to their jurisdiction, each City will provide data to the Consultant (such as policy documents, guidance materials, or Housing Action Plans), and each City will attend regular check-in meetings with the Consultant. Cities will collaborate with Consultant on proposed policy solutions, as needed, and will provide contacts for potential community engagement.

Facilities Support: Reserving meeting space in facilities or in online settings like Zoom (if needed).



City Council

Approval of a Resolution Authorizing a Contract Amendment with Western Peterbilt, LLC, for Six Waste Collection Trucks

Agenda Date: 5/7/2024
Agenda Item Number: 4.H
File Number:24-0387

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

Title

Approval of a Resolution Authorizing a Contract Amendment with Western Peterbilt, LLC, for Six Waste Collection Trucks

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing an Amendment to the Supplemental Terms and Conditions with Western Peterbilt LLC, a Washington limited liability company, doing business as Dobbs Peterbilt, for the purchase of six waste collection trucks.

Report

Issue:

Whether to approve a Resolution authorizing an Amendment to the Supplemental Terms and Conditions with Western Peterbilt LLC, a Washington limited liability company, doing business as Dobbs Peterbilt, for the purchase of six waste collection trucks.

Staff Contact:

Gary Franks, Director of Waste ReSources, Public Works Department, 360.753.8780

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

On June 8, 2022, the City and the Contractor entered into an agreement for the purchase of six waste collection trucks under the Sourcewell Master Contract No. 060920 ("Agreement") with Western Peterbilt, LLC, a Washington limited liability company, doing business as Dobbs Peterbilt (Western Peterbilt). The Agreement included Supplemental Terms & Conditions.

The term of the Agreement was to run until August 1, 2024, with compensation not to exceed Two Million Seven Hundred Fifty-five Thousand One Hundred Twenty-one and 86/100 Dollars

(\$2,755,121.86).

The City and the Contractor desire to amend the Supplemental Terms & Conditions to increase compensation and extend the term. This increase in compensation and term is necessary due to unforeseen changes in market conditions related to supply issues, delays related to shortages, and price increases due to the COVID-19 Pandemic, which have significantly increased the Contractor's costs.

Amendment 1 of the Supplemental Terms & Conditions will extend the term to August 1, 2025 with an increase in compensation not to exceed Three Million Eighty-Six Thousand Eight Hundred Twenty-Nine and 65/100 Dollars (\$3,086,829.65). This is a \$331,707.79 increase in total cost or approximately \$55,000 per truck.

Waste Resources within the Public Works Department has the need to replace six (6) refuse collection trucks. These trucks were on a seven-year lifecycle, and due to be replaced back in 2018. Because the trucks have run an additional six years, they've become unreliable, resulting in frequent breakdowns and failures impacting service delivery.

Fleet Operations Services conducted extensive research for refuse collection trucks. Utilizing a cooperative purchase contract through Sourcewell, formerly National Joint Power Alliance (NJPA), Western Peterbilt, LLC was the one vendor that could provide the refuse trucks which best matched the needs of Waste Resources.

All remaining provisions of the Supplemental Terms & Conditions dated June 8, 2022, and not here amended or supplemented remain as written in the Supplemental Terms & Conditions and continue to be in full force and effect.

Climate Analysis:

Currently, the truck chassis have been built and are being transported to the body manufacturer and cannot be altered to accommodate electrification.

In March of 2022, the utility hired a consultant to assist with updating its six-year Waste Resources Utility Master Plan. As part of the plan, we asked the consultant (Cascadia Consulting and their sub-consultant Bell & Associates) to research fleet electrification options to include truck availability, cost, and environmental benefit. The research findings informed the strategies and actions set forth in the Waste Resources Management Plan that was adopted by City Council in April of 2023. The research showed:

- The solid waste industry is still in the early stages of developing electric garbage and recycle trucks.
- The net greenhouse gas benefit was in the 70 percent to 85 percent range when compared to internal combustion engines (ICE) vehicles.
- Planning level estimates includes additional expenses for installation of charging infrastructure between \$250,000 and \$500,000 for infrastructure to be installed. The City is not set up with charging for heavy duty trucks at this time.
- Electric garbage and recycle trucks currently cost about 50 percent more than internal combustion engine (ICE) vehicles. That equates to an additional \$200,000 per truck.
- It was recommended to phase in electric garbage trucks slowly, and focus first on light-duty vehicles, and rear-load collection trucks.

While the waste utility is interested in fleet electrification, technology is still not at the point where it can meet operational requirements. Residential Automated Side Load (ASL) trucks are still being developed, and not yet capable of operating a full day without recharging. Their run time is a maximum of 4 to 5 hours on a full charge. They are also heavier, which limits their carrying capacity. In accordance with the Waste Resources Management Plan, the utility will conduct a new study in 2026.

Equity Analysis:

Amending this Agreement has no implications regarding the City's equity work and goals.

Neighborhood/Community Interests (if known):

None known.

Financial Impact:

Staff recommends amending the Supplemental Terms and Conditions with Western Peterbilt for the six refuse collection trucks to extend the term and compensation. Funds are available in the Waste Resources Fleet Capital Fund to cover the increase.

Options:

1. Approve a Resolution authorizing an Amendment to the Supplemental Terms and Conditions with Western Peterbilt LLC, a Washington limited liability company, doing business as Dobbs Peterbilt, for the purchase of six waste collection trucks. These much-needed trucks will continue to be manufactured and delivered to the City.
2. Do not approve a Resolution authorizing Amendment 1 to the Supplemental Terms & Conditions with Western Peterbilt to extend the term and increase the compensation. Direct staff to renegotiate the terms which will result in further delay and increased costs.
3. Take other action.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AMENDMENT NO. 1 TO THE SUPPLEMENTAL TERMS & CONDITIONS AGREEMENT WITH DOBBS PETERBILT

WHEREAS, on June 8, 2022, the City and the Contractor entered into an agreement for the purchase of six waste collector trucks under the Sourcewell (Formerly NJPA) Master Contract NO.060920 ("Agreement"); the Agreement included Supplemental Terms & Conditions; and

WHEREAS, the term of the Agreement was to run until August 1, 2024, with compensation not to exceed Two Million Seven Hundred Fifty-five Thousand One Hundred Twenty-one and 86/100 Dollars (\$2,755,121.86); and

WHEREAS, The City and the Contractor desire to amend the Agreement to increase compensation and extend the term. This increase in compensation and extension of the term is necessary due to unforeseen changes in market conditions related to supply issues and price increases due to the COVID-19 Pandemic, which have significantly increased Contractor's costs;

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

1. The Olympia City Council hereby approves Amendment No. 1 to the Agreement between the City of Olympia and Dobbs Peterbilt for the purchase of six waste collector trucks and the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Amendment No. 1 to the Agreement, and any other documents necessary to complete the purchase and to make any amendments or minor modifications as may be required and are consistent with the intent of the Amended 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:

Michael M. Young

DEPUTY CITY ATTORNEY

AMENDMENT NO. 1
SUPPLEMENTAL TERMS & CONDITIONS AGREEMENT WITH
DOBBS PETERBILT FOR SOURCEWELL (FORMERLY NJPA)
MASTER CONTRACT NO. 060920

THIS AMENDMENT is effective as of the date of the last authorizing signature below by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the “City”), and **Western Peterbilt, LLC**, a Washington Limited Liability Company, doing business as Dobbs Peterbilt (the “Contractor”).

RECITALS

1. On June 8, 2022, the City and the Contractor entered into an agreement for the purchase of six waste collector trucks under the Sourcewell (Formerly NJPA) Master Contract NO.060920 (“Agreement”); the Agreement included Supplemental Terms and Conditions.
2. The term of the Agreement was to run until August 1, 2024, with compensation not to exceed Two Million Seven Hundred Fifty-five Thousand One Hundred Twenty-one and 86/100 Dollars (\$2,755,121.86).
3. The Agreement stated that additional terms and conditions may be negotiated. Per Section 6. Participating Entity Use and Purchasing, Item B, Additional Terms and Conditions/Participating Addendum:

Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this contract.

4. The City and the Contractor desire to amend the Agreement to increase compensation and extend the term. This increase in compensation and extension of the term is necessary due to unforeseen changes in market conditions related to supply issues and price increases due to the COVID-19 Pandemic, which have significantly increased Contractor’s costs.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The second paragraph of the Supplemental Terms and Conditions is here by amended to read as follows:

The City seeks to acquire six waste collector trucks which include six 2023 ACX64 Class 8 Chassis, and six G & H Scorpion 29 Cubic Yard Bodies for the not-to-exceed contract amount of ~~Two Million Seven Hundred Fifty five Thousand One Hundred Twenty one and 86/100 Dollars (\$2,755,121.86)~~ Three Million Eighty Six Thousand Eight Hundred Twenty Nine and 65/100 (\$3,086,829.65) including tax, and the City desires to engage the Contractor to provide these goods to the City.

2. Exhibit "B," Pricing is hereby replaced with Amended Exhibit B, which is attached to and a part of this Amendment.
3. Section 1. TERM OF CONTRACT, Item B of Master Contract No. 060920, is hereby amended to read as follows:

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, ~~2024~~2025, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

4. All remaining provisions of the Agreement dated June 8, 2022, and not here amended or supplemented, remain as written in the Supplemental Terms & Conditions and continue in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have executed this **Amendment No. 1** of the Agreement as of the date and year written below.

CITY OF OLYMPIA

By: _____
Steven J. Burney
City Manager
City of Olympia
P.O. Box 1967
Olympia WA 98507-1967
Date of Signature: _____

APPROVED AS TO FORM:

Michael M. Young

Deputy City Attorney

Dobbs Peterbilt

By: _____

Stu Fox

Director of Refuse Sales

33301 9th Ave. South, Suite 100

Federal Way, WA 98003

206-730-6739

Stu.fox@dobbstruckgroup.com

Date of Signature: _____

Amended Exhibit B



SWS Equipment, LLC.

PO Box 13040

All Correspondence remit to: P.O. Box 13040, Spokane, WA 99213

5095339000 1-800-892-7831 F 509-533-1050

QUOTE

Quote #:	DMBCQ4037
Date:	09/21/23
Sales Rep:	Dave Crossley
FOB:	Destination
Ship Via:	Best Way
Est. Ship Date:	210-240 days recpt of
Terms:	Net 15

Quote To:

Dobbs Peterbilt
 Stu Fox
 3801 Airport Way South
 Seattle WA 98124
 (206) 624-7383

Ship To:

Dobbs Peterbilt
 Stu Fox
 3801 Airport Way South
 Seattle WA 98124
 (206) 624-7383

We are pleased to propose the following for your consideration

Qty	Description	Unit Price	Ext. Price
	End User: City of Olympia G&H Manufacture List Price \$267,590.00 minus 10% equals \$240,831.20 plus options after sub-total equals . \$259,381.20		
1.0	G&H Scorpion 29 Cubic Yard Body Only - 3 Axle - Tip-to-Dump Body (TTD) - Arm Lift Capacity: 1,600 lbs - Arm Cycle Time: 8 Seconds - Arm Reach: 96 Inches - Sweep/Slide Style Pack Panel Acts as Hopper Cover - Custom Gripper Hose Routing protection for hydraulic connections front of arm assembly.	\$240,831.20	\$240,831.20
1.0	Front Mount, Dual Vane Hydraulic Pump		
1.0	Joystick with Deadman Trigger		
1.0	Incline Control Panel		
1.0	Custom Grippers - Tacoma Spec will be 20 through 90 gallon gripper		
1.0	LST Switch Controls Under Seat		
1.0	LST Switch Controls on Center Console		
1.0	Rear Mud Flaps		
1.0	Center Rear Mud Flap Over Brake Pods		
1.0	Front of Rear Axle Mud Flap		
1.0	2 - Color 3rd Eye Cameras no shutter. - Hopper (mount in front of Hopper) - Tailgate facing back		
1.0	Paint Body and Tailgate White		
1.0	Broom, Shovel or Rake Tool Holder (pair) (Body Mounted)		
1.0	Custom Hopper Lip 13" (5" Extension)		
1.0	Dual Oval Amber LED Strobes Tailgate Rear Facing - Synchronized - System On		

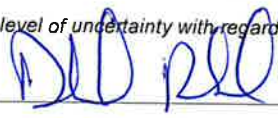
Qty	Description	Unit Price	Ext. Price
1.0	AMBER Strobe Beacon Behind Cab (Light and Mounting Brackets)		
1.0	LED work light on hopper "Front of Hopper" Switch on and off		
1.0	LED work light on RH side at arm - Switch in cab		
1.0	Dual Led Work Lights - Rh Fender and LH Fender, Facing Rear - Reverse Activated		
1.0	Dual Led Work Lights - Upper Light Bar On Tail Gate - facing back - Reverse Activated		
1.0	Peterson Smart Lights Package		
1.0	24" x 75" Caution Sign on Tailgate		
1.0	Chock Holder		
1.0	60" Tailgate Seal		
1.0	Toolbox 18x18x24 Aluminum		
1.0	Chromium Overlay Wear Strips for packer slides		
1.0	3rd Eye Single Sensor Radar Detection system		
1.0	Hardened Steel on Hopper Rails HRPL AS4140 1"x3"		
	SubTotal		\$240,831.20
1.0	Groeneveld Auto Lube System - Arm, Body, Chassis	\$6,240.00	\$6,240.00
1.0	Body PDI	\$1,850.00	\$1,850.00
1.0	Freight to Tacoma WA,	\$9,375.00	\$9,375.00
1.0	Drive Away Move from SWS Tacoma to Groeneveld Auto Lube	\$250.00	\$250.00
1.0	Drive Away Move from Groeneveld to Dobbs Peterbilt Tacoma WA (Tacoma 2)	\$150.00	\$150.00
	SubTotal		\$17,865.00
1.0	Groeneveld Price Increase due to Delay	\$685.00	\$685.00
	Order Total		\$259,381.20

Note: Price may change if Chassis have not arrived at G&H MFG by May of 2024.

QUOTE VALID FOR 10 DAYS

**PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY
 APPLICABLE SALES TAX NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE
 ANY IMPLIED WARRANTY AS PER MANUFACTURER'S STANDARD WRITTEN WARRANTY
 PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE**

Due to a high level of uncertainty with regards to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.

Signature:  Printed Name: Donald Ragsdale Date: 11/27/23



City Council

Approval of a Resolution Authorizing the Amendment to the Interlocal Agreement between the City of Olympia and the Washington State Department of Natural Resources for Forestland Fire Mutual Aid

Agenda Date: 5/7/2024
Agenda Item Number: 4.1
File Number:24-0366

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

Title

Approval of a Resolution Authorizing the Amendment to the Interlocal Agreement between the City of Olympia and the Washington State Department of Natural Resources for Forestland Fire Mutual Aid

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing the Amendment to extend the term length of the original Interlocal Agreement between the City of Olympia and the Washington State Department of Natural Resources while a new agreement is drafted for forestland fire mutual aid and to allow for the reimbursement of allowable Fire Agency costs incurred if Olympia Fire Department assets are mobilized.

Report

Issue:

Whether to approve a Resolution authorizing the Amendment to extend the term length of the original Interlocal Agreement between the City of Olympia and the Washington State Department of Natural Resources while a new agreement is drafted for forestland fire mutual aid and to allow for the reimbursement of allowable Fire Agency costs incurred if Olympia Fire Department assets are mobilized.

Staff Contact:

Matt Morris, Fire Chief, Olympia Fire Department, 360.753.8466

Presenter(s):

Matt Morris, Fire Chief, Olympia Fire Department, 360.753.8466

Background and Analysis:

The Washington State Department of Natural Resources (DNR) collects property taxes on certain lands and is statutorily charged with protecting those lands from wildfire. Within the City of Olympia limits are land parcels, such as the woods around Grass Lake and the Percival Creek and Watershed Park, that fall into the definition of “forest lands.” In the past years, the City of Olympia Fire Department has taken a lead role in extinguishing fires on these parcels and has worked with mutual aid partners and the DNR to access personnel, equipment, and technical expertise.

The Forestland Response Agreement provides the legal and practical framework DNR uses to guide the operations in these Wildland Urban Interface areas with fire departments and districts throughout the State. This agreement specifies how the City of Olympia Fire Department and the DNR will cooperate during an emergency response. The agreement provides guidelines on how resources are to be ordered, who is responsible for leading the response, and how that responsibility is transferred, along with details on payment rates and invoice processing. Should the City need outside resources or be part of a mutual aid response outside the City, the agreement will provide the mechanism for those services to be reimbursed by the DNR.

Climate Analysis:

While this interagency agreement does not specifically address one of the sectors in the Climate Framework, it does support the City’s initiative to reduce the impacts of climate change by helping to ensure the emergency response system has the appropriate resources and funding mechanisms to address all-hazard threats. The quicker resources can mobilize and mitigate the emergency, the less the environmental impacts will be.

Equity Analysis:

The impacts of this interagency agreement have been applied through the equity lens of the City’s Equity Framework. This agreement will help the Olympia Fire Department achieve its mission to respond rapidly to mitigate emergencies for all community members. The agreement provides a mechanism to obtain reimbursement for Olympia Fire Department resources mobilized to address a threat.

Neighborhood/Community Interests (if known):

Public Safety-This interagency agreement supports the universal protection of life and property for all community members.

Financial Impact:

If a wildland fire occurs within the City limits and requires expensive resources such as aviation assets, heavy equipment, or hand crews, the City will be liable for those expenditures until or unless payment by DNR can be negotiated at the time. With this agreement in place, those negotiations are not needed; a standard cost-sharing formula is already in place.

Options:

1. Approve the Resolution authorizing the Amendment to the Interlocal Agreement between the City of Olympia and the Washington State Department of Natural Resources.
2. Do not approve the Resolution authorizing the Amendment to the Interlocal Agreement between the City of Olympia and the Washington State Department of Natural Resources.
3. Take other action.

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

Attachments:

Resolution
Amendment
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES FOR FORESTLAND RESPONSE AND FIRE MUTUAL ASSISTANCE.

WHEREAS, the Olympia Fire Department and the Washington State Department of Natural Resources provide mutual assistance and cooperation to one another in the control and suppression of forestland fire in and adjacent to the City of Olympia; and

WHEREAS, under this mutual assistance and cooperation arrangement, the Washington State Department of Natural Resources will dispatch and pay for fire service resources, including those of the Olympia Fire Department, outside the Olympia Fire Department jurisdictional boundaries; and

WHEREAS, on March 12, 2020, the City and the Washington State Department of Natural Resources entered into an Interlocal Agreement for Forestland Response and Fire Mutual Assistance, DNR Contract No. 93-099279; that Agreement governs the parties' mutual assistance and cooperation relationship; and

WHEREAS, the parties desire to amend the Interlocal Agreement to extend the termination date to April 30, 2026; and

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

1. The Olympia City Council hereby approves the form of Amendment No. 1 to the Interlocal Agreement between the City of Olympia and Washington State Department of Natural Resources, titled FORESTLAND RESPONSE AGREEMENT, DNR Contract No. 93-099279, and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Amendment No. 1 to that Interlocal Agreement, and any other documents necessary to execute the Amendment, and to make any minor modifications as may be required and are consistent with the intent of the Amendment and the Interlocal Agreement, and to correct any scrivener's errors.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY



WILDFIRE

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES (DNR)**

AMENDMENT NO. 1

TO

FORESTLAND RESPONSE AGREEMENT, DNR CONTRACT NO. 93-099279

PI: 221, 222, 223, 224

Funding Source: State

Grant Funded: No

OMWBE: Small Business Veteran Owned Not Applicable

Procurement method: Exempt, Department of Enterprise Services, Sole Source Contract Policy No. POL-DES-140-00, Section 5, Item 2, RCW 39.26.125(10)

Washington State UBI #: 342 000 433

Statewide Vendor (SWV)#: SWV0008653

Federal EIN #: 91-6001261

The Forestland Response Agreement (FLRA) by and between the Washington State Department of Natural Resources, South Puget Sound Region, hereinafter referred to as “DNR” or AGENCY, and City of Olympia, hereinafter referred to as “District/Department” is amended as follows:

Section 3. Term is hereby amended as follows:

3. Term. The term of this agreement is from March 12, 2020, or date of execution, whichever is later, though April 30, 2026.

The reason for this change is to extend the current FLRA to allow more time for the development of revised DNR FLRA Agreement with Fire District and Departments.

Attachment A, Operation Guidelines, last paragraph in the Section titled; “DNR Agrees to:” is amended to read as follows:



FORESTLAND RESPONSE AGREEMENT

Agreement No. 93-099279

This Agreement is entered into between the state of Washington, Department of Natural Resources, **South Puget Sound Region**, hereinafter referred to as "DNR", and the below named Fire Protection District/Department, hereinafter referred to as "District/Department."

City of Olympia for Olympia Fire Department

100 Eastside St NE

Olympia, WA 98506

Phone: 360-753-8348

FAX: 360-753-8054

Email: fire@ci.olympia.wa.us

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.015, RCW 76.04.135 and RCW 76.04.610(3); and by the District/Department under the authority of RCW 52.12.031, RCW 52.12.125, RCW 35A.11.010 and RCW 35A.38.010; and DNR and District/Department in conformity with RCW 39.34, the Interlocal Cooperation Act.

In consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

- 1. Purpose:** The purpose of this Agreement is to (1) provide for mutual assistance and cooperation in the control and suppression of forestland fire and therefore to contract for the District/Department to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the District/Department and to contract for the DNR to assist in fire protection services on forestland within District/Department jurisdiction; and (2) dispatch and pay for fire service resources outside the fire service District/Department jurisdictional boundaries.
- 2. Scope:** This Agreement pertains to forestland fire incidents within or adjacent to the District/Department boundaries and to District/Department resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries for support provided by DNR as outlined in Attachment A – Operational Guidelines for

Resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries.

3. **Term.** The term of this Agreement is **June 7, 2019**, or date of execution, whichever is later, through **June 7, 2024**.
4. **Jurisdictional Responsibility:** Within or adjacent to the District/Department boundaries, the statutory jurisdictional responsibility for fire control on forestland varies. It may be:
 - (1) **Sole DNR Jurisdiction:** Land subject to Forest Fire Protection Assessment and District/Department is NOT collecting fire protection levy
 - (2) **Sole District/Department Jurisdiction:** Land subject to District/Department fire protection levy and not subject to Forest Fire Protection Assessment.
 - (3) **Joint Jurisdiction:** Land subject to Forest Fire Protection Assessment and the District/Department is collecting fire protection levy.
5. **Mutual Aid Fire Incident Response:**
 - (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The District/Department may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. DNR may request response from the District/Department to gain timely initial attack and control action, or to supplement DNR resources.
 - (2) **Sole District/Department Jurisdiction:** In the event of a fire emergency in a sole District/Department jurisdiction area, the District/Department will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The District/Department may request that DNR provide supplemental resources for fire emergency operations and support.
 - (3) **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area, both DNR and the District/Department will respond, subject to the availability of resources.
6. **Off-Season Incidents:** For this Agreement, no incident will be considered off-season. Fire season will be January 1-December 31 each year.
7. **Command:**
 - (1) **Sole DNR Jurisdiction Incidents:** When the District/Department is the first arriving agency, the District/Department on-site initial responders shall establish command until released by a representative of DNR.

- (2) **Sole District/Department Jurisdictional Incidents:** When DNR is the first arriving agency, the DNR on-site initial responders shall establish command until released by a representative of the District/Department.
- (3) **Joint Jurisdiction Incidents:** The first arriving agency initial responders shall establish command and, upon the arrival of the other agency, unified command will be established and used for incident management.

8. Fire Control and Suppression Definitions:

- (1) **Forestland:** As the term is defined by RCW 76.04.005.
- (2) **Ordering:** Prior to the arrival of DNR at the incident, the initial attack incident commander may order special resources through DNR. That decision may be documented and payment authorized (see Section 11 of this Agreement) by DNR prior to the mobilization of special resources.
- (3) **Special Resources:** Air resources, dozers, heavy equipment, or other resources deemed necessary to contain and control the fire.

9. Operation Guidelines:

- (1) **Forestland Response:** Representatives of the District/Department and DNR shall mutually develop operation guidelines that provide principles, direction, and guidance for the conduct of fire control operations related to forest land response. The operation guidelines shall be reviewed at least annually, and revised as necessary to achieve cooperation and understanding.
- (2) **DNR Dispatch:** See Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.

10. Fire Investigation: The District/Department and DNR agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident originated in a joint jurisdiction area. A DNR fire investigator may investigate fires originating on, spreading to, or threatening land subject to Forest Fire Protection Assessment (i.e., sole DNR or joint jurisdiction areas).

11. Costs:

- (1) **Charges Not Required:** One purpose of this Agreement is mutual assistance and cooperation in the control and suppression of fires (see Section 1 - Purpose). In most instances, resource costs will not be charged to the other Party. However, there may be circumstances or conditions where the District/Department or DNR desires or is required to charge, or request reimbursement, for resource costs as described in Subsections (2), (3), (4), and (5) below.

- (2) **Sole DNR Jurisdiction:** If the District/Department responds, DNR will pay for District/Department personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (3) **Sole District/Department Jurisdiction:** If DNR responds, the District/Department will pay for DNR personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (4) **Joint Jurisdiction:** Initial attack through complete extinguishment of the fire, each Party will pay its own costs.
- (5) **DNR Dispatch:** If District/Department personnel is dispatched by DNR outside of District/Department jurisdictional boundaries, DNR will pay for District/Department personnel and equipment costs.

12. Cost Reimbursement Procedures:

- (1) **Forestland Response:** Provisions within this Agreement for reimbursement of costs related to forestland response are subject to the following conditions:
 - (a) Notice: Prior to costs being incurred as allowed by this Agreement (other than DNR Dispatch), notice of such expenditure must be given to DNR by the requesting agency prior to the expenditure or commitment of funds.
 - (b) Invoice: Any resource provider costs, which are to be billed, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.
- (2) **DNR Dispatch:** Provisions within this Agreement for reimbursement of costs related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.

13. Cost Reimbursement Rates:

- (1) **Forestland Response:**
 - (a) Equipment costs shall be paid to the resource provider at the DNR Wage and Equipment Rates or as otherwise agreed to in writing by the respective authorized agency representatives.
 - (b) Career/permanent and seasonal personnel costs will be reimbursed to the resource provider at the resource provider's actual total cost. This will include backfill costs as outlined in the State Mobilization Plan.
- (2) **DNR Dispatch:**

Cost reimbursement rates related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department boundaries.

14. Insurance: DNR is an agency of the state of Washington and is therefore self-insured under the State's Self-Insurance Liability Program. The District/Department shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Agreement at DNR's option. If the District/Department is self-insured, evidence of its status as self-insured will be provided to DNR, and if deemed acceptable by DNR, shall satisfy the insurance requirements specified by this Section. The limits of insurance to be bought and maintained by the District/Department shall not be less than as follows:

Minimum Coverage Requirements: These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the District/Department from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s).

District/Department is required to purchase insurance for a period of 36 months after completion of this Agreement. This requirement may be satisfied by the continuous purchase of an extended agreement. This requirement may be satisfied by the continuous purchase of an extended reporting period. During the term of the Agreement, District/Department must purchase and maintain the insurance coverage and limits specified below:

- (1) **Commercial General Liability (CGL) Insurance or District/Department Equivalent.** District/Department must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. If insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000
Each Occurrence Limit	\$2,000,000

- (2) **Employer's liability ("Stop Gap") Insurance:** District/Department shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (3) **Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, to include FEPP vehicles, the District/Department must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. The Description of Covered Autos must include one or more of the following:

- a. "Any Auto" (Symbol 1).
- b. If District/Department-owned personal vehicles are used, the BAP must cover "Owned Autos Only" (Symbol 2).
- c. If District/Department hires autos, the BAP must cover "Hired Autos Only" (Symbol 8).
- d. If District/Department employee's vehicles are used, the BAP must cover "Non-Owned Autos Only" (Symbol 9).

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The District/Department is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

- (4) **Workers Compensation Insurance or Equivalent:** The District/Department shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the District/Department and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.

- 15. **Service Limitations.** The responses and fire suppression services provided for under this Agreement are intended to be rendered on the same basis as such services are rendered to other areas within the District/Department or DNR jurisdictions and neither Party assumes liability for failure to provide services by reason of any circumstances beyond the Party's control. In the event of simultaneous fires or medical aid calls within the areas covered by this Agreement whereby facilities of either Party are taxed beyond the Party's ability to render equal protection, the officers and agents of the Party shall have sole discretion as to which call shall be answered first. The responding Party shall have sole discretion to determine the manner and method of responding to and handling emergencies under this Agreement consistent with Section 7 - Command of this Agreement.
- 16. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
- 17. **Renegotiation and Modification:** The terms and conditions of this Agreement may be renegotiated at the request of either Party between January 1 and March 1 of any year. Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.
- 18. **Assignment and Delegation:** This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any attempted assignment shall be void unless made in strict conformity with this section.

Either Party may perform its duty through a delegate or agent, but shall not be thereby relieved of any duty to perform or any liability for breach of this Agreement.

19. **Remedies:** Any remedy exercised by either Party shall not be deemed exclusive and either Party may pursue any and all other remedies available to it under the law.
20. **Compliance with Laws:** Parties shall comply with all applicable federal, state, and local laws, rules and regulations that govern each component of this Agreement.
21. **Non-Waiver:** Waiver by either Party of strict performance of any provision of this Agreement shall not act as a waiver of the right of the other Party to require future strict performance of the same provision or any other provision.
22. **Interpretation and Venue:** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought under this Agreement shall be in the Superior Court of Thurston County.
23. **Severability:** If any provision of this Agreement is held to be invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision(s), and to this end the provisions of this Agreement are declared severable.
24. **Termination:** This Agreement may be terminated by either Party by the provision of ninety (90) days written notice, provided that neither Party may terminate this Agreement at any time between April 15 and October 15 of any year due to the fire danger during this period.

25. **Agreement Managers:**

DNR AGREEMENT MANAGER
Name: Jane Potter
Title: Fire Regulations Coordinator
Address: 950 Farman Ave No
City/State/Zip: Enumclaw, WA. 98022
Phone: 360-825-1631
Email: jane.potter@dnr.wa.gov


DISTRICT/DEPARTMENT AGREEMENT MANAGER
Name: Mark John
Title: Fire Chief
Address: 100 Eastside ST NE
City/State/Zip: Olympia, WA 98506
Phone: 360-753-8348
Email: fire@ci.olympia.wa.us

This Agreement supersedes all previous agreements.


By signature below, the Parties certify that the individuals listed in this Agreement, as representatives of the Parties, are authorized to act in their respective areas for matters related to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

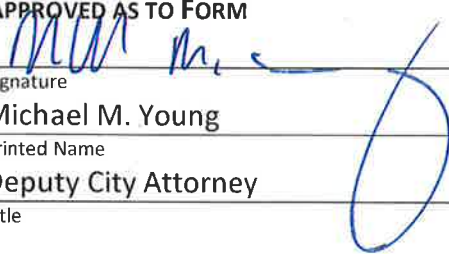
CITY OF OLYMPIA

Signature  Date 2/25/20
Steven Jay Burney
Printed Name
Interim City Manager
Title

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Signature  Date 3/12/2020
Scott Sargent
Printed Name
South Puget Sound Region Manager
Title

APPROVED AS TO FORM

Signature  Date 1/24/2020
Michael M. Young
Printed Name
Deputy City Attorney
Title

Operation Guidelines
Resources ordered through the DNR Region or Division for
Dispatch outside of District/Department jurisdictional boundaries

Department of Natural Resources (DNR) agrees to dispatch District/Department resources to incidents outside of the Districts/Department jurisdictional boundaries as needed to meet DNR responsibilities and as approved by the District/Department. Dispatches can include out of the state of Washington. Participation by a District/Department with incidents outside its jurisdiction is voluntary and separate from involvement in State Fire Mobilization.

This Agreement extends to paid members:

- Washington Fire Service (WFS) paid members who participate on the Northwest Interagency Incident Management Teams (NWIMT primary/alternate pool/trainee) and any paid members who wish to participate in any other capacity on incidents in which District/Department supports.

This Agreement does NOT extend to volunteers:

- Members of Washington Fire Service who are volunteers will need to be hired by the DNR via the DNR casual hire process. This may be completed pre-season or at the time of the incident. Your local DNR Region office will handle the casual hire process.

District/Department agrees:

- 1) All personnel dispatched outside of their jurisdictional boundaries will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in PMS 310-1;
- 2) To provide a copy of the Master IQS Record for each participating employee (needed to update status in the Resource Ordering Status System (ROSS));
- 3) To keep equipment and personnel status current in ROSS by selecting option a. or b. below as the preferred option. List available resources on the following resource list addendum. (Check one):
 - a. DNR Region will give Web-Status rights to ROSS for district employees. It is the employee's responsibility to ensure that their status is accurate.
 - b. DNR Region will status your employees. For this option, you would need to provide your local DNR Region Dispatch with the status of your employees every Monday by 1200 hours. Dispatch would then update their status in ROSS for that week (0800 Tuesday to 0800 Tuesday).

For dispatches outside of the DNR region, approval from DNR host region fire staff is required. Host region fire staff will coordinate with Wildfire Division in order to ensure statewide readiness.

- 4) To notify your local DNR Region of any changes in status of personnel/equipment (i.e.; dispatched/demob under State Fire Mobilization, demob & ETA home from incidents dispatched thru DNR, etc.);

- 5) All personnel and equipment dispatched will be paid by the District/Department; (except volunteers will follow payment procedures outlined in their individual agreement and be paid directly by DNR);
- 6) All Equipment and Personnel dispatched under this Agreement will arrive at each incident with a copy of their current Forestland Response Agreement.
- 7) Invoice for personnel and equipment costs billed to DNR will include:
 - a. Original Emergency Fire Time Report (OF-288); hourly wage rate (regular and OT) for personnel hours on the OF-288. This applies to paid district/department staff. Volunteers will be paid directly by DNR.
 - b. Original shift ticket (OF-286) documenting mileage to/from incident as well as mileage incurred on the incident signed by the incident supervisor.
 - c. Copy of Resource Order card.
- 8) Invoices requesting payment for equipment (engines/tenders) will be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident and shall include Original Emergency Equipment Use Invoice Form (OF-286) and shift tickets (OF-297); and
- 9) Invoices requesting payment for other travel costs (meals, lodging not provided by the incident) must be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident.
- 10) Only utilize agency owned vehicles or procured rental vehicles on the fire line or off-road.

DNR agrees to:

- 1) Assist the District/Department with updating status in ROSS;
- 2) Maintain IQS records for District/Department personnel with wildland fire qualifications, if red carded through the DNR;
- 3) Reimburse District/Department within 30 days of invoice receipt and documentation as required above;
- 4) Reimburse the Fire Service District/Department at the Total Cost of personnel. This includes, regular time, overtime, and District/Department backfill for that position as outlined in the State Mobilization Plan. The DNR will not pay for muster time, wildland premium pay, or other unspecified pay provisions.

**Rental vehicles must be procured consistent with the R6 USFS rental vehicle agreement. Rental vehicle authorization must be documented on the resource order. Please speak with your local DNR Region for more specific information. In order to provide audit tracking for all rental vehicles, rentals ordered for overhead resources with ROSS O # Resource Orders, will have a support request ROSS order attached to that O# resource, with an E# assigned to the vehicle. The overhead resource and Dispatch will ensure that if that person is re-assigned or released, the supporting vehicle order will also be re-assigned or released.

**DISTRICT/DEPARTMENT RESOURCE LIST
OVERHEAD AND EQUIPMENT ADDENDUM**

DNR will dispatch and process invoices for the following fire district members and equipment when dispatched by DNR outside of their fire district.

Overhead Resources

Name	Career or Volunteer	Backfill Required	Position/Qualifications	Team Affiliation or Single Resource
Jerry Hall	C	Y	REMS/FF2	S
Aaron Rus	C	Y	REMS/FF2	S
Jon Winkelman	C	Y	REMS/FF2	S
Jeremy Fox	C	Y	REMS/FF2	S
Matt Rios	C	Y	REMS/FF2	S
Greg Rightmier	C	Y	SCKN(t)	NWIMT 10

	EQUIPMENT make, model, year, license, VIN and type	RATE/NEGOTIATED RATE *
	Ford F150, 2016, 5988OD, 1FTF@1EG9GKD82337, Command Unit	OFM POV Rate

* The negotiated rate must be agreed upon between the signing parties prior to dispatch.

CONTACT INFORMATION:

Greg Rightmier – 360-480-5002, grightmi@ci.olympia.wa.us



Date: 3/12/2020

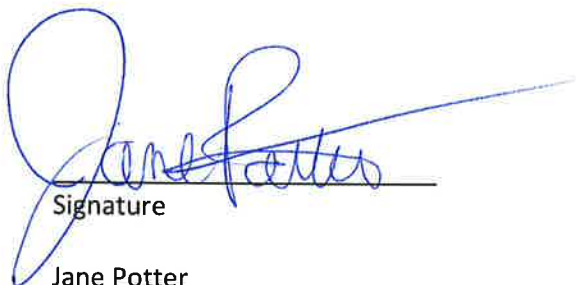
City of Olympia for Olympia Fire

RE: termination of contract 93-097293

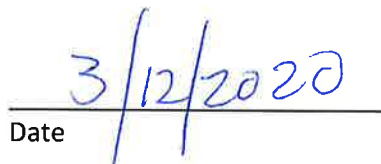
Dear Mr. Burney:

Due to changes in how Forest Land Response Agreement (FLRA), Interagency Agreement and Federal Grant Agreement contracts are currently processed, the Washington State Department of Natural Resources (DNR) executed new contracts in 2019. The intent was that the new contracts would take the place of prior contract(s) for the same agreement(s). However, our records show that the prior contracts are still active through the expiration period. We would like to clean up records on both sides and avoid confusion as to which agreement trumps the other. Therefore, agreement(s) number 93-097293, issued 7/24/2018 is hereby terminated effective 3/12/2020, in accordance with Termination section number 24 in the original agreements. The current contract #93-099279 remains active and is in full force and effect.

Please keep a copy of this notice for your records.



Signature



Date

Jane Potter

Name

Fire Regulations, Prevention and Dispatch Coordinator

Title



City Council

Approval of a Resolution Authorizing the Mutual Aid Agreement with the United States Army, Joint Base Lewis-McChord for Fire and Emergency Services

Agenda Date: 5/7/2024
Agenda Item Number: 4.J
File Number:24-0314

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

Title

Approval of a Resolution Authorizing the Mutual Aid Agreement with the United States Army, Joint Base Lewis-McChord for Fire and Emergency Services

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution Authorizing the Mutual Aid Agreement with the United States Army, Joint Base Lewis-McChord, for Fire and Emergency Services.

Report

Issue:

Whether to approve a Resolution Authorizing the Mutual Aid Agreement with the United States Army, Joint Base Lewis-McChord, for Fire and Emergency Services to secure for each the benefit of mutual aid response of fire and emergency services resources should the need arise.

Staff Contact:

Matt Morris, Fire Chief, Olympia Fire Department, 360.753.8466

Presenter(s):

Matt Morris, Fire Chief, Olympia Fire Department, 360.753.8466

Background and Analysis:

This mutual aid agreement for fire and emergency services between the United States Army, Joint Base Lewis-McChord, for Fire and Emergency Services, and the City of Olympia has been in place for many years. The agreement establishes authority, process, and responsibilities regarding how each organization will support an emergency requiring assistance outside one another's primary mutual aid system.

This agreement aims to address hazards mitigated by the fire service. This includes fire prevention, extinguishing uncontrolled fires, emergency medical services care, hazardous material containment and confinement response, and special rescue operations.

Climate Analysis:

While this mutual aid agreement does not specifically address one of the sectors in the Climate Framework, it does support the City's initiative to reduce the impacts of climate change by helping to ensure the emergency response system has the appropriate resources available to address all-hazard threats. The quicker resources can mobilize and mitigate the emergency, the less the environmental impacts will be.

Equity Analysis:

The impacts of this mutual aid agreement have been applied through the equity lens of the City's Equity Framework. This agreement will help the Olympia Fire Department achieve its mission to respond rapidly to mitigate emergencies for all community members. The agreement provides a mechanism for giving and receiving resources between the Olympia Fire Department and the United States of America Joint Base Lewis-McChord Department.

Financial Impact:

None

Neighborhood/Community Interests (if known):

None known.

Options:

1. Approve the Resolution authorizing the Mutual Aid Agreement with the United States Army, Joint Base Lewis-McChord, for Fire and Emergency Services.
2. Do not approve the Resolution authorizing the Mutual Aid Agreement with the United States Army, Joint Base Lewis-McChord, for Fire and Emergency Services.
3. Take other action.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING
A MUTUAL AID AGREEMENT BETWEEN THE CITY OF OLYMPIA AND DEPARTMENT OF THE
ARMY**

WHEREAS, the City of Olympia, through the Olympia Fire Department, wishes to enter into a mutual aid agreement with the Department of the Army , through the Joint Base Lewis-McChord Fire and Emergency Services Department, in order to secure for the City and the Army the benefits of mutual aid in fire prevention, the protection of life and property from fire and firefighting, including emergency services, basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Mutual Aid Agreement between the City and the Army provides a process to quickly notify the aiding party, assemble, and deploy fire service personnel and equipment as mutual aid resources; and

WHEREAS, if either the City of Olympia or the Department of the Army requires one another's assistance, it may so request utilizing the procedures detailed in the mutual aid agreement; and

WHEREAS, this mutual will benefit the City by providing access to additional firefighting and emergency services personnel and equipment in case of a major emergency;

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

1. The Olympia City Council hereby approves the form of the mutual aid agreement between the City of Olympia and the Department of the Army and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Mutual Aid Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

DEPARTMENT OF THE ARMY
MUTUAL AID AGREEMENT (US)

IM-W587KC-24415

This agreement entered into this 7th of May, 2024, between the Secretary of the Army acting according to the authority of section 1856a, title 42, United States Code and the City of Olympia, through the Olympia Fire Department, is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire and firefighting to include emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions. The City of Olympia enters into this agreement pursuant to the Washington Interlocal Cooperation Act, RCW Chapter 39.34.

It is agreed that:

a. On request to a representative of Joint Base Lewis-McChord Fire and Emergency Services by a representative of the Olympia Fire Department, firefighting equipment and personnel of Joint Base Lewis-McChord Fire and Emergency Services will be dispatched when available to any point within the area for which the Olympia Fire Department normally provides fire protection as designated by the representative of the Olympia Fire Department.

b. On request to a representative of Olympia Fire Department by a representative of Joint Base Lewis-McChord Fire and Emergency Services, firefighting equipment and personnel of Olympia Fire Department will be dispatched when available to any point within the area for which the Joint Base Lewis-McChord Fire and Emergency Services normally provides fire protection and designated by the representative of Joint Base Lewis-McChord Fire and Emergency Services.

c. The rendering of assistance under the terms of this agreement is not mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.

d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

(1) Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and the number of personnel to be furnished will be determined by a representative of the responding organization.

(2) The responding organization will report to the officer-in-charge of the requesting organization at the location to which the equipment is dispatched and will be subjected to the orders of that official.

(3) A responding organization will be released by the requesting organization when their services are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) If a crash of an aircraft owned or operated by the United States, or military aircraft of any foreign nation occurs within the area for which the Olympia Fire Department normally provides fire protection, the Chief of the Joint Base Lewis-McChord Fire and Emergency Services or his or her representative may assume full command on arrival at the scene of the crash.

e. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury, or death occurring as a consequence of the performance under this agreement, except for those claims authorized under 15 U.S.C. 2210 and filed with the Director of the Federal Emergency Management Agency.

f. The chief fire officers and personnel of the fire departments of both parties to this agreement are invited and encouraged on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-planning inspections and drills.

g. The technical heads of the departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and agreements of operations are effective upon ratification by the signatory parties.

h. All equipment used by the Olympia Fire Department in carrying out this agreement will be owned by the Olympia Fire Department; no real or personal property will be jointly acquired or held by the parties as part of carrying out this agreement; and all personnel acting for Olympia Fire Department, under this agreement will be an employee or volunteer member of the Olympia Fire Department.

i. No separate legal entity is created as part of this agreement. Each party to this agreement is responsible for financing its own activities that are part of the cooperative undertakings under this agreement. The joint administrators of this agreement are the Chief of the Joint Base Lewis-McChord Fire and Emergency Services and the Chief of the Olympia Fire Department.

This agreement is effective upon the date hereof and remain in force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days' notice of said cancellation.

For the City of Olympia

For the Secretary of the Army

STEVEN J. BURNEY
City Manager
City of Olympia

Kent Park
KENT W. PARK.
Colonel, IN
Commanding
04/29/2024

Date

Date

Approved as to Form:

Michael M. Young
Deputy City Attorney



City Council

Approval of a Resolution Authorizing the Interagency Agreement with the Washington State Patrol for Fire Mobilization Reimbursement

Agenda Date: 5/7/2024
Agenda Item Number: 4.K
File Number:24-0310

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

Title

Approval of a Resolution Authorizing the Interagency Agreement with the Washington State Patrol for Fire Mobilization Reimbursement

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing the Interagency Agreement between The City of Olympia and the State of Washington, Washington State Patrol, for Fire Mobilization reimbursement.

Report

Issue:

Whether to approve a Resolution authorizing the Interagency Agreement between the City of Olympia and the State of Washington, Washington State Patrol, to allow for the reimbursement of allowable Fire Agency costs incurred if Olympia Fire Department assets are mobilized.

Staff Contact:

Matt Morris, Fire Chief, Olympia Fire Department, 360.753.8466

Presenter(s):

Matt Morris, Fire Chief, Olympia Fire Department

Background and Analysis:

The statewide Fire Mobilization Plan has been in place for many years. The Washington State Patrol, the coordinating agency for the Fire Mobilization Plan, set out to renew contracts with all statewide participants in the Fire Mobilization Plan.

The purpose of the Fire Mobilization Plan is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with Chapter 38.54 RCW and the Washington State Fire Services Resource Mobilization Plan.

This is essentially a housekeeping issue. The Fire Department does not expect to use these resources or provide City resources to other entities. The agreement's intent is to clear the way for the rapid response of resources should the need unexpectedly arise. Otherwise, the agreement will not impact our city's day-to-day operations.

Climate Analysis:

While this interagency agreement does not specifically address one of the sectors in the Climate Framework, it does support the City's initiative to reduce the impacts of climate change by helping to ensure the emergency response system has the appropriate resources and funding mechanisms to address all-hazard threats. The quicker resources can mobilize and mitigate the emergency, the less the environmental impacts will be.

Equity Analysis:

The impacts of this interagency agreement have been applied through the equity lens of the City's Equity Framework. This agreement will help the Olympia Fire Department achieve its mission to respond rapidly to mitigate emergencies for all community members. The agreement provides a mechanism to obtain reimbursement for Olympia Fire Department resources mobilized to address a threat.

Neighborhood/Community Interests (if known):

Public Safety-This interagency agreement supports the universal protection of life and property for all community members.

Financial Impact:

The Interagency Agreement will reimburse the City of Olympia for expenses associated with sending Olympia Firefighters to assist the State of Washington during fire mobilization.

Options:

1. Approve the Resolution authorizing the Interagency Agreement between the City of Olympia and the State of Washington, Washington State Patrol.
2. Do not approve the Resolution authorizing the Interagency Agreement between the City of Olympia and the State of Washington, Washington State Patrol.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF OLYMPIA AND
WASHINGTON STATE PATROL FOR REIMBURSEMENT.**

WHEREAS, the Washington State Patrol provides reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan) ; and

WHEREAS, the Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdictions in Washington State that has expended all local and mutual aid resources; and

WHEREAS, if the City of Olympia responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan; and

WHEREAS, the Washington State Patrol shall reimburse the City of Olympia upon the receipt of properly executed claim forms submitted by the City of Olympia according to the Mobilization Plan;

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

1. The Olympia City Council hereby approves the form of Interagency Agreement between the City of Olympia and Washington State Patrol for reimbursement and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interagency Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

FIRE MOBILIZATION INTERAGENCY AGREEMENT
BETWEENSTATE OF WASHINGTON
WASHINGTON STATE PATROL

AND

CITY OF OLYMPIA

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the **City of Olympia**, a statutorily authorized fire agency within the State of Washington, hereinafter referred to as "Fire Agency."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference and can be found at: <https://www.wsp.wa.gov/all-risk-mobilization/>

Therefore, it is mutually agreed that:

- 1. Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the Fire Agency responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
- 2. Period of Performance.** The period of performance of this Agreement begins on **05/07/2024** and ends on **1/01/2029** unless terminated sooner as provided herein.
- 3. Billing Procedures.** WSP shall reimburse the Fire Agency upon the receipt of properly executed claim forms submitted by the Fire Agency according to the Mobilization Plan. Claims for payment submitted by the Fire Agency to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The Fire Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Payee Registration System; to obtain registration materials go to <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>
- 4. Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 5. Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
- 6. Agreement Management.** The work described herein shall be performed under the coordination of the parties' Contract Managers listed below, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement. The parties shall notify each other within ten (10) business days of a change in Contract Manager.

Contract Manager for CITY OF OLYMPIA:	Contract Manager for the WASHINGTON STATE PATROL:
Matt Morris Chief PO Box 1967 Olympia, WA 98507 (360) 753-8348 fire@ci.olympia.wa.us	Brian Briscoe State Deputy Fire Marshal PO Box 42642 Olympia WA 98504-2642 (360) 596-3925 Brian.Briscoe@wsp.wa.gov

7. **Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.
8. **Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
9. **Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.
10. **Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the Fire Agency under this Agreement, the Fire Agency may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the Fire Agency for the appeal of denied claims.
11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
 1. Applicable federal and state statutes and regulations;
 2. Terms and Conditions contained in this Agreement
 3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.
12. **All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Olympia		WASHINGTON STATE PATROL	
Signature	Date	Signature	Date
Steven J. Burney, City Manager		For: John R. Batiste, Chief	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/5/2008

Approved as to Form:


 Deputy City Attorney



City Council

Approval of a Resolution Authorizing a Right-Of-Way Use Agreement between the City of Olympia and Oyster Boys, LLC, D.B.A. King Solomon's Reef

Agenda Date: 5/7/2024
Agenda Item Number: 4.L
File Number:24-0334

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

Title

Approval of a Resolution Authorizing a Right-Of-Way Use Agreement between the City of Olympia and Oyster Boys, LLC, D.B.A. King Solomon's Reef

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing a Right-of-Way Use Agreement with Oyster Boys, LLC, D.B.A. King Solomon's Reef.

Report

Issue:

Whether to approve a Resolution authorizing a Right-of-Way Use Agreement with Oyster Boys, LLC, D.B.A. King Solomon's Reef.

Staff Contact:

Andrew Curtis, Engineering Program Specialist, CP&D, 360.753.8181

Mike Reid, Director of Economic Development, City Manager's Office, 360.753.8591

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Oyster Boys is a Washington limited liability company doing business as King Solomon's Reef restaurant located at street address 212 4th Avenue East. Oyster Boys has requested the continued use of the northern portion of the adjacent north-south alley for commercial outdoor use and food/beverage service.

This north-south alley is not used for solid waste collection or deliveries and is not useable for other

vehicle traffic. The southern portion of this alley is used by the 4th Ave Tavern for similar purposes. City utilities are located behind these businesses in the east-west alley.

If approved, this would be the second 4-year agreement the City has entered into with the restaurant doing business as King Solomon's Reef, but the first agreement with Oyster Boys as the new operating entity and legal owner of the King Solomon's Reef restaurant. The first 4-year term was considered successful. Since executing the first agreement, additional guidelines and policy have been developed concerning the commercial use of public right-of-way and has led City staff to consider new strategies to achieve heightened economic vitality, cleanliness and public safety in the downtown core.

Given safety concerns and clean-up service costs associated with maintaining underutilized downtown alleys such as this one, the City seeks to incentivize this commercial use or "stewardship" of applicable alleys by providing businesses a credit against the right-of-way lease rent. This is being called a "Clean Alley Credit."

Following review, staff believes that the proposed use by Oyster Boys is a viable recipient of this credit with certain conditions as outlined in the proposed Right-of-Way Use Agreement. The proposed term of the agreement is 4 years, with the City retaining the right to cancel the agreement at the City's convenience. The City would retain access for public and private utility maintenance as needed.

Since the pandemic, the Washington State Department of Revenue has reiterated its interest to Washington municipalities in collecting the Leasehold Excise Tax, a tax on the use of public property by a private party, under RCW 82.29A. It is the responsibility of Washington cities to collect this tax on behalf of the State and remit it to the Department of Revenue. This use agreement will serve as a vehicle for compliance with this Washington State Department of Revenue requirement.

Climate Analysis:

Inviting, pedestrian-friendly amenities in the public right-of-way, where space allows, make efficient use of limited urban space and has a tangible, positive effect on the climate. This use, strategically applied, adds vibrancy and economic vitality to the downtown core while reducing urban sprawl and offering alternatives to "car-centric" dining.

Equity Analysis:

The anchored fixtures in the alley occupy a portion of the public right-of-way but allow ample room for pedestrian mobility, both inside the agreement use area and out, exceeding ADA and accessibility guidelines to allow inclusivity and access for mobility challenged populations.

Also included in the agreement is a non-discrimination clause stipulating Oyster Boys not violate any 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 non-discrimination.

Neighborhood/Community Interests (if known):

Commercial stewardship of underutilized downtown alleyways serves a compelling public safety interest. Underutilized downtown alleyways can become hotspots for disorderly conduct, vandalism, litter, and waste. Given that this particular alleyway is unsuitable for vehicle traffic and the east-west

alley within the block facilitates building and solid waste collection, allowing adjacent businesses to utilize this space for commercial purposes significantly benefits the surrounding neighborhood and community.

Financial Impact:

While this Right-of-Way Use Agreement does not directly generate General Fund revenue, the City expects to achieve net savings on public safety, code enforcement, and cleanup costs. By effectively managing and maintaining this underutilized downtown alley through this agreement, the City reduces the need for extensive patrolling and maintenance that would otherwise be necessary.

Options:

1. Move to approve a Resolution authorizing a Right-Of-Way Use Agreement with Oyster Boys, LLC.
2. Do not approve the Right-of-Way Use Agreement.
3. Take other action.

Attachments:

Resolution
Agreement
Site Plan

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A RIGHT-OF-WAY USE AGREEMENT BETWEEN THE CITY OF OLYMPIA AND OYSTER BOYS, LLC (D.B.A KING SOLOMON’S REEF)

WHEREAS, there exists within the City of Olympia an alley right-of-way running between 4th Avenue E and State Avenue NE and lying between Washington Street NE and Franklin Street NE, running parallel to those streets, between a building at 210 4th Ave E. and a building at 212 4th Ave E.; and

WHEREAS, Oyster Boys is a Washington limited liability company doing business as King Solomon's Reef restaurant. Oyster Boys leases premises pursuant to a premises lease agreement ("premises lease") between Oyster Boys as tenant, and Ravlesias Artesia LLC, as landlord. The premises leased under the premises lease are located at 212 4th Avenue East, Olympia, Washington and legally described as: lot 6 west 30ft. blk 23, Sylvester addition of Olympia tax, assessor number: 78502300600; and

WHEREAS, The City has determined that Oyster Boys’ use of the right-of-way for outdoor restaurant/bar purposes and other related business uses is consistent with proper permitted use of said right-of-way; and

WHEREAS, per Olympia Municipal Code Section 3.16.020.B, it is necessary for the City Council to approve the terms and conditions of the Right-of-Way Use Agreement between the City and Oyster Boys, LLC; and

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

**RIGHT-OF-WAY USE AGREEMENT BETWEEN THE CITY OF OLYMPIA
AND OYSTER BOYS, LLC (D.B.A. KING SOLOMON'S REEF)**

This RIGHT-OF-WAY USE AGREEMENT ("ROW use agreement") is entered into by and between the CITY OF OLYMPIA, a Washington municipal corporation ("City"), and OYSTER BOYS, LLC, a Washington limited liability company, (hereafter referred to as "Oyster Boys"), and jointly referred to as "the Parties." This agreement sets forth the terms and conditions by which Oyster Boys is permitted to use certain unopened City right-of-way for specific purposes set forth herein.

Recitals

There exists within the City of Olympia an alley right-of-way running between 4th Avenue E and State Avenue NE and lying between Washington Street NE and Franklin Street NE, running parallel to those streets, between a building at 210 4th Ave E. and a building at 212 4th Ave E. This alley right-of-way is more particularly described as set forth below.

Oyster Boys is a Washington limited liability company doing business as King Solomon's Reef restaurant. Oyster Boys leases premises pursuant to a premises lease agreement ("premises lease") between Oyster Boys as tenant, and Ravlesias Artesia LLC, as landlord. The premises leased under the premises lease are located at 210 4th Avenue East, and a building at 212 4th Avenue E, Olympia, Washington and legally described as: lot 6 west 30ft.blk 23, Sylvester addition of Olympia tax, assessor number: 78502300600 (leased premises).

Oyster Boys seeks Olympia's permission to use alley right-of-way for outdoor restaurant/bar purposes and other related business uses. The premises are located at 212 4th Avenue East, Olympia, Washington and legally described as: lot 6 west 30ft.blk 23, Sylvester addition of Olympia tax, assessor number: 78502300600 (leased premises).

The City has determined that use of the right-of-way for outdoor restaurant/bar purposes and other related business uses is consistent with proper permitted use of said right-of-way.

The signatories to this ROW use agreement are authorized to execute this ROW use agreement and associated documents, to correct legal descriptions, if need be, and to correct scrivener's errors and other errors or omissions that are otherwise in substantial conformance with this ROW use agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this ROW use agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Oyster Boys agree as follows:

Agreement

1. **Grant of temporary use.** City hereby grants to Oyster Boys the right to temporarily use the right-of-way, as more particularly shown on Exhibit A ("right-of-way use area"), for outdoor restaurant/bar purposes and other related business purposes, on the terms set forth in this ROW use agreement. The right-of-way use area is legally describe as follows:

The Northerly 62.00 feet of the 10.00 foot wide alley, running Northerly and Southerly, adjacent to Lot 6 and Lot 7 of Block 23, Sylvester's Plat of Olympia as recorded in Volume 1 of Plats, Page 14, Record of Thurston County, Washington. Situated in Section 14, Township 18 North, Range 2 West, Willamette Meridian. The right-of-way use are consists of 620 square feet, more or less.

2. **Term.** This ROW use agreement is effective the date of last signature below ("effective date"). The term of this ROW use agreement is four years from the effective date unless it is terminated or terminates earlier pursuant to this paragraph. The City may terminate this ROW use agreement for any reason, at its sole discretion, by providing 120 days' written notice of termination to Oyster Boys as provided in Section 9, below.

3. **Consideration.** Oyster Boys shall every year pay to City the annual rent identified in this paragraph, plus leasehold excise tax, if applicable. The parties intend that the entire amount of rent owing will be offset by a Clean Alley Credit. For the first year, the value of the annual rent is Two-Thousand, Two Hundred and Sixty-Nine Dollars and twenty/100 (\$2,269.20). This annual rent is offset by Clean Alley Credit valued at \$2,269.20. In each subsequent year, the value of the annual rent, and the value of the Clean Alley Credit increases by four percent.

Oyster Boys is receiving a Clean Alley Credit in exchange for accepting the obligation to maintain the alley in a clean condition as follows: Oyster Boys shall maintain the alley to a level of cleanliness at least that of how it maintains its own premises, free of litter and debris, with all surfaces free of graffiti, stickers, and signs, except those posted by Oyster Boys in the course of its business. Oyster Boys shall address any deviance from this standard within one business day. Oyster Boys is solely responsible for any and all costs of meeting this obligation to maintain the cleanliness of the alley.

4. **Use of Right-of-Way.** Oyster Boys may, at its own expense, construct and maintain outdoor seating and related facilities ("seating facilities") on the right-of-way use area and shall, at its own expense, maintain any and all seating facilities in good repair. The City is not liable for any of Oyster Boys costs or expenses of construction, maintenance, or otherwise of the seating facilities by reason of this ROW use agreement. Oyster Boys may impose restrictions on the use of the seating facilities, including limiting the public use to be made of the seating facilities, subject to Section 5 below. Upon termination of the ROW use agreement, Oyster Boys shall remove any and all seating facilities installed in the right-of-way use area and restore the right-of-way use area to the condition it was in as of the effective date, including taking all necessary action to ensure that the right-of-way use area is fully open for City and public use. This obligation to remove any and all seating facilities installed in the right-of-way use area and restore the right-of-way use area survives termination of this ROW use agreement.

5. **Nondiscrimination.**

A. In exercising its rights under this ROW use agreement, Oyster Boys and King Solomon's Reef owners, employees, or agents shall not discriminate against any person because of status protected from discrimination by law, including but not limited to sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, veteran status, sexual orientation, or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability does not apply

if the particular disability prevents the performance of the essential functions required of the position. This requirement applies to, but is not limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Oyster Boys 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 non-discrimination. Any material violation of this provision is grounds for termination of this agreement by City and, in the case of Oyster Boys breach, may result in ineligibility for further City agreements. Oyster Boys may be declared ineligible for further contracts with City. Oyster Boys, will, however, be given a reasonable time in which to correct this noncompliance.

B. To assist City in determining compliance with the above nondiscrimination requirements, Oyster Boys must complete and return the Statement of Compliance with Non-Discrimination attached as Exhibit "B."

6. **Utilities.** The City may construct underground utilities through the entire length and breadth of the right-of-way use area, but shall, upon completion of any such construction that may occur during the term of this ROW use agreement, restore the site to the condition created by Oyster Boys without cost to Oyster Boys.

7. **Assignment.** Oyster Boys may not assign this ROW use agreement without the prior written consent of the City.

8. **Hold Harmless, Indemnification, and Insurance.** Oyster Boys shall defend, indemnify, and hold City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with activities or operations performed by Oyster Boys or on King Solomon's Reefs behalf as a result of this ROW use agreement, except for injuries and damages caused by the sole negligence of City.

Should a court of competent jurisdiction determine that RCW 4.24.115 applies to this ROW use agreement, then Oyster Boys agrees to defend, indemnify, and hold City, its officers, officials, employees, and volunteers harmless to the maximum extent permitted thereunder. It is further specifically and expressly understood that the indemnification provided herein constitutes Oyster Boys 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 ROW use agreement.

A. **Insurance Term.** Oyster Boys shall procure and maintain for the duration of this ROW use agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on Oyster Boys behalf in connection with this ROW use agreement.

B. **No Limitation.** Oyster Boys maintenance of insurance as required by this ROW use agreement may not be construed to limit the liability of Oyster Boys to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance.** Oyster Boys shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance must be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and must cover liability arising from operations, products-completed operations, and stop-gap liability. There may be no exclusion for liability arising from explosion, collapse, or underground property damage. City must be named as an additional insured under Oyster Boys Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 13 or a substitute endorsement providing at least as broad coverage.
2. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage must be at least as broad as Insurance Services Office (ISO) form CA 00 01.
3. Liquor Liability.

D. **Minimum Amounts of Insurance.** Oyster Boys shall maintain the following insurance limits:

1. Commercial General Liability insurance must be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
3. Liquor Liability insurance in the amount of not less than \$1,000,000 per occurrence if the Oyster Boys is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages. The City is to be named as an additional insured on the Liquor Liability insurance.

E. **Other Insurance Provision.** Oyster Boys Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain, that they are primary insurance as respects City. Any insurance, self-insurance, or self-insured pool coverage maintained by City must be excess of Oyster Boys insurance and may not contribute with it.

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

G. **Verification of Coverage.** Oyster Boys shall furnish City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing

the insurance requirements of Oyster Boys before entering into this ROW use agreement. The certificate(s) of insurance must list the City as: "City of Olympia is added as additionally insured" and must include an additional insured endorsement form ISO CG 2012 or at least as broad as equivalent.

H. **Notice of Cancellation.** Oyster Boys shall provide City with written notice of any policy cancellation, within two business days of its receipt of such notice.

I. **Failure to Maintain Insurance.** Failure on the part of Oyster Boys to maintain the insurance as required is a material breach of this ROW use agreement, upon which City may, after giving five business days' notice to Oyster Boys to correct the breach, immediately terminate this ROW use 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 City on demand.

J. **Public Entity Full Availability of Permittee Limits.** If Oyster Boys maintains higher insurance limits than the minimums shown above, City is insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Oyster Boys, irrespective of whether such limits maintained by Oyster Boys are greater than those required by this ROW use agreement or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by Oyster Boys .

9. **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 under this ROW use agreement by a party (collectively "Notices") must be in writing and must be validly given or made to another party if delivered either personally or by Federal Express (FedEx), 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 must be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express (FedEx) or other overnight delivery service of recognized standing, it must be deemed given 24 hours after the deposit thereof with such delivery service. If such Notice is mailed, such must be deemed given 48 hours after the deposit thereof in the United States mail. Each such Notice must be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To: Oyster Boys

Ryan Perkins
Oyster Boys LLC Member
8624 Libby Rd NE
Olympia WA 98506
Email: ryan.p@perkinsfamilyfarms.com

To City of Olympia:

Steven J. Burney
Olympia City Manager
601 4th Avenue East
PO Box 1967
Olympia, WA 98507-1967
Email: jburney@ci.olympia.wa.us

With a copy to:

Olympia City Attorney
601 4th Avenue East
PO Box 1967
Olympia, WA 98507-1967
Email: mbarber@ci.olympia.wa.us

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner above to the other party hereto.

10. **Event of Default.** In the event of a default under this ROW use agreement by Oyster Boys, City may, in addition to all other remedies, seek monetary damages and specific performance of Oyster Boys obligations under this ROW use agreement.

11. **Applicable Law.** This ROW use agreement is governed by the laws of the State of Washington.

12. **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 ROW use agreement to carry out the intent of the parties.

13. **Modification or Amendment or Waivers.** No amendment, change, or modification of this ROW use agreement is valid, unless in writing and signed by both of the parties. No waiver of any breach or covenant or provision in this ROW use agreement is a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this ROW use agreement. No extension of time for performance of any obligation or act may be deemed an extension of the time for performance of any other obligation or act.

14. **Entire Agreement.** This ROW use agreement 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 ROW use agreement to any person, firm, or corporation other than the Parties executing this ROW use agreement.

15. **Construction.** Captions are solely for the convenience of the Parties and are not a part of this ROW use agreement. This ROW use agreement may not be construed as if it had been prepared by one of the Parties, but rather as if both parties had prepared it.

16. **Attorneys' Fees and Costs.** Should either Party bring suit to enforce this ROW use agreement, the prevailing party in such lawsuit is entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

17. **Partial Invalidity.** If any term or provision of this ROW use agreement or the application thereof to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this ROW use agreement, or the application of such term or provision to persons or circumstances other

than those held invalid or unenforceable, are not affected thereby; and each such term and provision of this ROW use agreement is valid and may be enforced to the fullest extent permitted by law.

18. **Time.** Time is of the essence of every provision of this ROW use agreement.

City of Olympia, a Washington municipal corporation

By: _____
Steven J. Burney
City Manager

Date: _____

Approved as to form:

Michael M. Young
Deputy City Attorney

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 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
Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

OYSTER BOYS, LLC

By: _____
Ryan Perkins
Member

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the ____ day of _____, 2024, before me personally appeared _____, to me known to be a _____, a _____, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned and on oath states he/she is authorized to execute the said instrument.

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

Signature
Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____



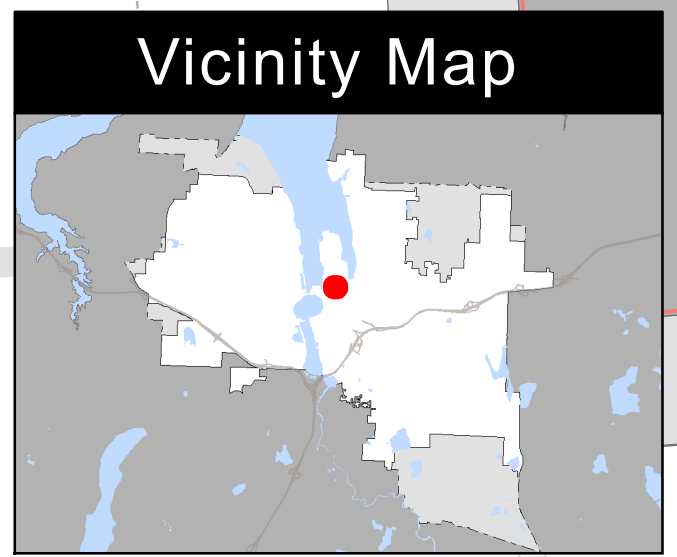
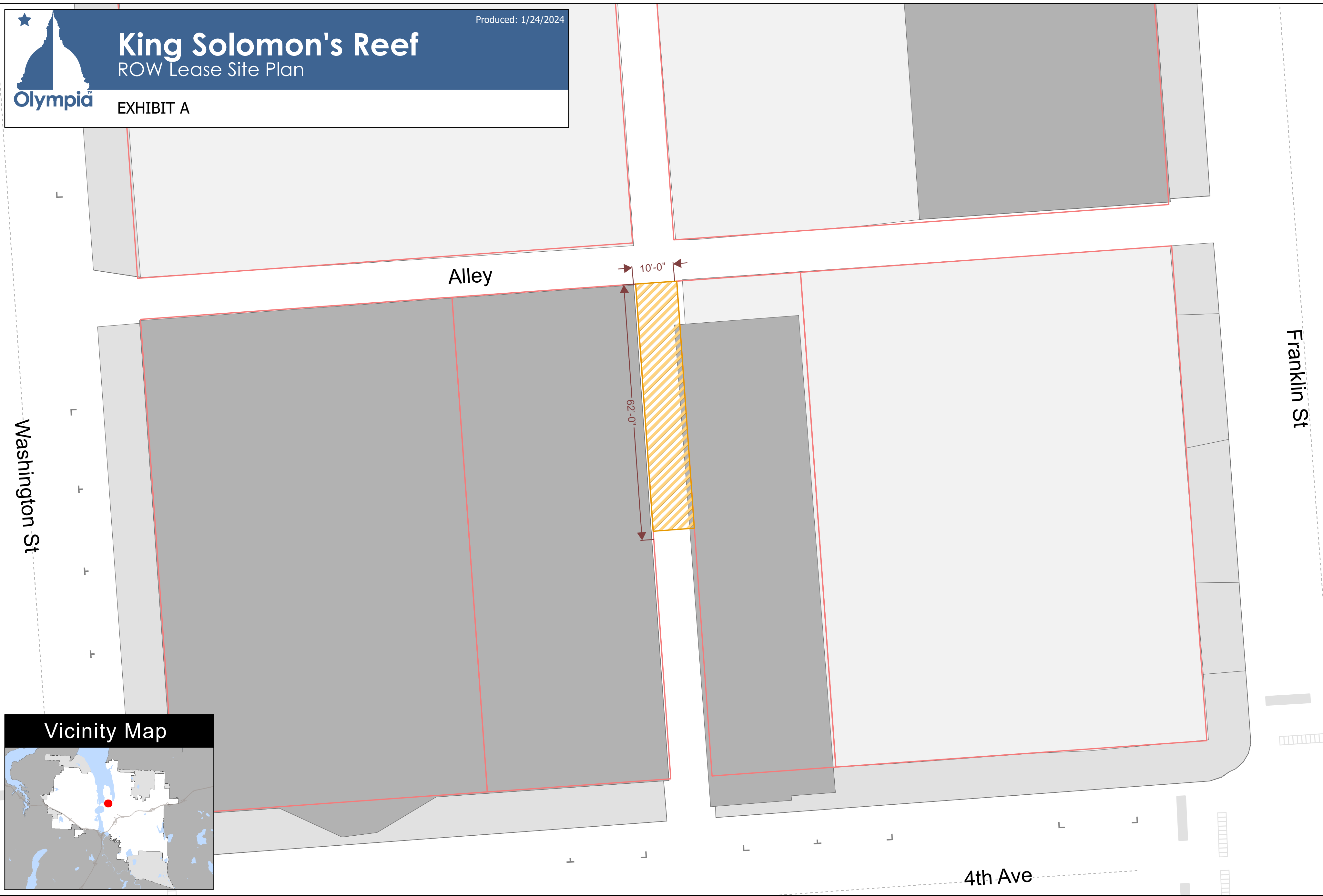
King Solomon's Reef

ROW Lease Site Plan



Produced: 1/24/2024

Olympia™


EXHIBIT A



Legend

 Lease Area	 Sidewalk
 Assessors Parcels	 Roadway/Alley
 Buildings	

0 25 50 Feet

 This map is intended for 8.5x11" landscape printing.

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

Exhibit "B"

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 or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, 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. Unlawful discrimination includes transphobic discrimination or harassment, including transgender exclusion policies or practices in health benefits.

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

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

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

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

(Signature)

(Date)

Print Name of Person Signing

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)



King Solomon's Reef ROW Lease Site Plan

Produced: 1/24/2024

Olympia™


EXHIBIT A



Legend

 Lease Area	 Sidewalk
 Assessors Parcels	 Roadway/Alley
 Buildings	

0 25 50 Feet



This map is intended for 8.5x11" landscape printing.

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



City Council

Approval of an Ordinance Authorizing Acceptance of a Donation of “Life is Water” as a Gift of Art from the West Olympia Rotary Club

Agenda Date: 5/7/2024
Agenda Item Number: 4.M
File Number:24-0311

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

Title

Approval of an Ordinance Authorizing Acceptance of a Donation of “Life is Water” as a Gift of Art from the West Olympia Rotary Club

Recommended Action

Committee Recommendation:

The Olympia Arts Commission recommends approving the ordinance accepting the donation of “Life is Water,” a sculpture by artist Taylor Krise, to be installed at West Bay Park.

City Manager Recommendation:

Move to approve on second reading, an ordinance authorizing acceptance of a Donation of “Life is Water” as a gift of art from the West Olympia Rotary Club.

Report

Issue:

Whether to approve an ordinance authorizing an agreement to accept donation of “Life is Water” as a gift of art from West Olympia Rotary Club on second reading.

Staff Contact:

Stephanie Johnson, Arts Program & Planning Supervisor, Olympia Parks, Arts & Recreation
360.709.2678

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

For their 50th anniversary, the West Olympia Rotary Club proposed the gift of a permanent sculpture by local Salish artist Taylor Wily Krise to be placed at West Bay Park. The West Olympia Rotary Club was the major contributor to the park’s Rotary Point overlook, and so the location is of significance to them.

On January 23, the City Council approved the proposed gift of art “Life is Water,” as a donation to the City Public Art Collection and directed staff to place on a future consent calendar an ordinance

approving acceptance of the donation and gift of art agreement.

Climate Analysis:

The artwork itself addresses the environment, as the proposal reads “The carving will feature various marine creatures, such as salmon, starfish, octopus and shellfish and other marine life and emphasizing their dependence on clean water for their survival. Additionally, it will showcase the interplay between the marine ecosystem and the broader natural environment. The educational component will be tailored to engage audiences of all ages and backgrounds, fostering a sense of environmental responsibility and inspiring positive change.”

Equity Analysis:

Salish art is not currently well-represented in the City’s art collection. Future development of West Bay Park has been a collaborative process with the Squaxin Island Tribe, and as such, this artwork proposal reinforces established partnerships at the site.

Neighborhood/Community Interests (if known):

The West Olympia Club members are raising funds to cover the cost of the donation.

Financial Impact:

The donated artwork and installation are valued at an estimated \$45,000, which will be incurred by the West Olympia Rotary. The City will provide a recognition plaque, estimated at \$300.

Options:

1. Approve on second reading, the ordinance accepting the West Olympia Rotary Club donation of “Life is Water” sculpture.
2. Do not approve the ordinance and do not accept the gift of art donation.
3. Consider the ordinance at another time.

Attachments:

Ordinance
Agreement
Proposal

Ordinance No. _____

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, ACCEPTING A DONATION OF
“LIFE IS WATER” AS A GIFT OF ART BY WEST OLYMPIA ROTARY CHARITIES FUND**

WHEREAS, West Olympia Rotary Charities Fund has offered to donate and convey to the City of Olympia a sculpture entitled “Life is Water,” an original artwork of artist Taylor Wily Krise (“the Artist”) to be installed at West Bay Park, 700 W Bay Dr NW; and

WHEREAS, West Olympia Rotary Charities Fund represents and warrants to the City that it has obtained all rights and interests in the Artwork from Artist and has obtained all necessary grants of rights and permissions from Artist to allow DONOR to convey the Artwork and all rights therein to the City; and

WHEREAS, the Olympia Arts Commission reviewed the proposed gift of art and unanimously recommended that the Olympia City Council approve and accept the gift and donation of “Life is Water”; and

WHEREAS, pursuant to RCW 35.21.100, every city and town by ordinance may accept any property donated if within its powers granted by law; and

WHEREAS, the Olympia City Council has considered the recommendation of the Olympia Arts Commission (OAC), in addition to the recommendation of the Olympia Parks Arts and Recreation Department (OPARD), to approve and accept the donation of “Life is Water” from West Olympia Rotary Charities Fund; and

WHEREAS, the Olympia City Council finds acceptance of this gift and donation of “Life is Water” serves the public interest;

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

Section 1. Acceptance of Donation. As recommended by the OAC and OPARD and under the terms and conditions contained in the Agreement with West Olympia Rotary Charities Fund attached hereto as Exhibit “A,” the Olympia City Council, pursuant to RCW 35.21.100, hereby accepts the gift and donation from West Olympia Rotary Charities Fund of “Life is Water” as herein described, as well as donation of its installation. All recitals of this Ordinance are incorporated into this Acceptance.

Section 2. Authorization. The City Manager is authorized to execute all documents necessary to effect the transfer of the gift and donation of “Life is Water” to the City of Olympia, its installation, and to make any modifications or to correct any scrivener’s errors in documents that are consistent with the acceptance of the gift and donation of “Life is Water” by the West Olympia Rotary Charities Fund to the City of Olympia, and its installation.

Section 3. Terms, Conditions, and Restrictions. The gift and donation of “Life is Water” is subject only to those terms, conditions, and restrictions contained in the Agreement with West Olympia Rotary Charities Fund attached as Exhibit A, and the City of Olympia may expend or use said gift and donation for any municipal purpose as stated in RCW 35.21.100.

Section 4. Effective Date. This Ordinance takes effect five days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

CITY OF OLYMPIA ART PROGRAM
Gift of Artwork Agreement

THIS AGREEMENT, effective as of the last signature below, is between the **CITY OF OLYMPIA**, a municipal corporation with an address of 601 4th Ave E, Olympia, WA 98501 ("CITY") and West Olympia Rotary Club, Washington non-profit corporation (EIN 91-1032810) with an address of PO BOX 1781, Olympia, WA 98507 ("DONOR").

WHEREAS, the DONOR wishes to provide to the City a sculpture entitled "Life is Water," an original artwork of artist Taylor Wily Krise ("the Artist") to be installed at West Bay Park, 700 W Bay Dr NW, a description of which is attached as **Exhibit "A,"** ("the ARTWORK"); and

WHEREAS, the DONOR's gift proposal has been approved through the Olympia Arts Commission gift policy; and

WHEREAS, the CITY wishes to accept the DONOR'S donation, pursuant to the terms and conditions of this Agreement, for inclusion in the CITY's public art collection; and

WHEREAS, DONOR represents and warrants that it has obtained all rights and interests in the Artwork from Artist and has obtained all necessary grants of rights and permissions from Artist to allow DONOR to convey the Artwork and all rights therein to the City as provided in this Agreement.

NOW, THEREFORE, the CITY and the DONOR, for sufficient, good, and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. DONOR hereby donates to City, and City hereby accepts from DONOR the ARTWORK, subject to the terms of this Agreement.
2. The DONOR represents and warrants to the CITY that the DONOR is free to enter into this Agreement and that the ARTWORK is a unique and original work that is clear of any claims or encumbrances, including those of Artist, and does not infringe on the rights, including but not limited to the copyright, of any third parties. The DONOR shall defend, indemnify, and hold the CITY, its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties (including the Artist) against the CITY based on a breach by the DONOR of any representation and warranty made in this Agreement. The DONOR shall fully cooperate with the CITY in the defense of any such suit.
3. DONOR and the Artist may graphically reproduce the ARTWORK for the limited purposes of inclusion in the DONOR's or Artist's portfolio of works solely for the purposes of documenting the Artwork in a factual manner. The CITY also agrees that the DONOR and ARTIST each has a limited, revocable license to graphically reproduce the ARTWORK for the DONOR's or Artist's own commercial purposes so long as such uses do not compete with the CITY's efforts or use of the ARTWORK. The DONOR and ARTIST shall each use best effort to provide a credit to the CITY in any graphical reproduction of the ARTWORK with such credit

reading "The subject of this photograph [or other graphic or electronic reproduction] is an installation of art owned by the City of Olympia, Washington."

4. The CITY agrees to use its best effort to provide proper credit to DONOR and ARTIST including the DONOR'S and ARTIST's name, the name of the mural designer, the title of the ARTWORK, and the date acquired by the CITY in any of the CITY's graphic reproductions of the ARTWORK.

5. The CITY has the right to display, not display or move the ARTWORK , at its sole discretion.

6. As noted in the donation proposal (Exhibit A), the DONOR intends to work with a third party to prepare the agreed-upon site, deliver and install the ARTWORK at DONOR's expense. As such, as part of their agreement with the DONOR, any third party installer who donates installation must provide a certificate of insurance sufficient to protect the ARTWORK and the property upon which it is installed and provide an additional insured endorsement naming both the Rotary Club and the City of Olympia each as additional insureds.

7. Should the ARTWORK be intentionally or accidentally destroyed, altered, modified, or changed after to its transfer to the CITY, the CITY is only obligated to make reasonable efforts to restore the artwork to its original form, all at the CITY's discretion.

8. This Agreement is binding upon the parties, their heirs, successors, assigns, and personal representatives. Its terms can be modified only by an instrument in writing signed by both parties. A waiver or a breach of any provisions of this Agreement may not be construed as a continuing waiver of other breaches of the same or other provisions. If any provision in this Agreement is found to be illegal, invalid, or unenforceable in any jurisdiction for any reason, then, to the full extent permitted by law all other provisions remain in full force and effect and must be liberally construed in order to carry out the intent of the parties. A party is not liable to the other should its performance or display of the ARTWORK be prevented, restricted, or interfered with by circumstances or events beyond its reasonable control (what can be reasonably construed as a "Force Majeure Event").

9. Any notice or demand to be given under this Agreement must be in writing and is effective upon receipt if delivered in person or if sent by electronic mail, or one day after deposit prepaid with a national overnight express delivery service, or three days after deposit in the United States mail (registered or certified mail, postage prepaid, return receipt requested), if sent to the parties at the addresses noted above. Either party may change its address for receipt of notices by written notice to the other party.

10. This Agreement is governed by the laws of the State of Washington. Thurston County, Washington is the jurisdiction and venue for any lawsuit arising out of or related to this Agreement. The parties shall negotiate in good faith to resolve expeditiously on a mutually acceptable negotiated basis between appropriate management personnel for each party any dispute between them that may arise. The parties may, by mutual consent, retain a mediator to aid in their attempt to informally negotiate resolution of any dispute, although any opinion expressed by a mediator will be strictly advisory and will not be binding on the parties, nor will any opinion, statement or proposed resolution expressed by the mediator or the parties be admissible in any proceeding. Costs of the mediation will be borne equally by the parties, except

that each party will be responsible for its own expenses. Should any dispute not be resolved pursuant to this paragraph of this Agreement, the parties hereby irrevocably submit themselves to the jurisdiction of the applicable Thurston County court.

11. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous oral or written communications, understanding, or agreements between the parties with respect to such subject matter are hereby superseded in their entirety. This Agreement may not be amended, supplemented, or modified except by a written agreement which identifies this Agreement and is signed by an authorized representative of each party.

12. This Agreement may be executed by the parties in any number of separate counterparts, each of which counterparts, when executed and delivered, must be deemed to be an original, and all of which taken together constitute a single instrument.

IN WITNESS thereof, the parties hereto executed this Agreement on the date of the last authorizing signature affixed below.

I hereby certify that I am legally authorized to execute this binding Agreement on behalf of the party for whom I sign, below.

DONOR

CITY OF OLYMPIA

Katya Miltimore
Katya Miltimore, President- Elect
West Olympia Rotary Club
PO BOX 1781
Olympia, WA 98507
Olympia, WA 98507
Email: katya@washingtonclubs.org
Telephone: 360.550.8511
Date: 04/03/2024

Steven J. Burney, City Manager
601 – 4th Avenue E
PO Box 1967
Olympia WA 98507-1967
Telephone: 360.753.8447
Date: _____

APPROVED AS TO FORM:

[Signature]
Deputy City Attorney



- 1. A cover letter explaining that you are offering the artwork to the City as a gift, and responding to the question: Is there a specific reason for donating this work to the City?**

The Rotary Club of West Olympia, chartered May 25, 1975, plans to commemorate its 50th anniversary by commissioning a permanent piece of artwork to be placed in Olympia's West Bay Park, also known as Rotary Point park. It is important to many members of our club to recognize that the park is located in the ancestral lands of the Squaxin Island Tribe, and therefore we solicited proposals from three tribal artists, Joe Seymour, Andrea Wilbur-Sigo and Taylor Krise. After two rounds of voting, our club selected Taylor's proposal titled "Life is Water". This piece represents the importance of water in the life of our city, and it is an appropriate piece to be located at West Bay Park, with its marine exposure, view of the port, and a historic location important to our Native tribes and their culture. Our club, along with several other local Rotary clubs, helped develop the park into a destination for kayakers and canoeists, Budd Bay watchers, dog walkers, etc. We feel that installing our commissioned artwork at West Bay Park is the obvious choice as it is down the road from the Rotary Club of West Olympia's weekly meeting place at West Bay Marina, and is a fitting way to celebrate our 50th anniversary.

- 2. The actual artwork(s), if available.**

The art piece will be a 3D carving Salish style house post depicting the significance of clean and healthy water for marine wildlife.

Material used: tight grain old growth Western red cedar log, acrylic paint.

Dimensions: 10 foot high, 30 inches wide, 24 inches deep

Colors: natural cedar color, with Puget Sound green, turquoise, and red oxide accents (see sketch).

Textures: cedar will be carved with a D adze and knife finished, with acrylic paint accents.

Utility requirements: possible external spotlighting;

The art piece will be placed on a 30" diameter cylindrical pedestal base of reinforced concrete sunk 6' (or according to code), and placed near the Rotary Point circle of West Bay Park in consultation with city park staff, Squaxin tribe, and West Olympia Rotary Club.

SITE PLAN AND ELEVATIONS (Insert here)

Since this is a city property, we hope that site plan and elevations are available from City of Olympia Parks and Recreation Department.

3. A description of the fabrication, construction, and installation process and method. How the work will be completed and who will be responsible for doing the work.

Local Salish artist, Taylor Wily Krise will acquire the cedar log, then carve, paint, and seal the art piece at his workshop near Shelton. Site prep at West Bay Park will happen in consultation with the City. The artist will direct the installation of the art piece at the park. The vertical carved log will be mounted to a steel beam mounted securely to the concrete pedestal. The support beam then will be covered by a carved cedar panel (120" x 30" x 2.5"). FORMA Construction has committed to assist with the entirety of the installation project. They were involved with a similar Rotary-led project, when Rotary Club of Olympia donated artwork to be installed at the Percival Landing. West Olympia Rotarians and others may assist with the process. The artist will be responsible for the carving and installation, with assistance as needed from other tribal members, and city staff.

4. A written statement, drawings, photographs, and engineering documents responding directly to the criteria in the policy as they apply to your particular donation. This criteria includes:

- Aesthetic quality see 6) below
- Proposed location - West Bay Park near Rotary Point circle, 700 West Bay Drive, Olympia, WA
- Donor restrictions/requests - Artist requests Salish blessing and drum circle at dedication ceremony
- Technical feasibility
- Technical specifications - see 2 and 3
- Budget: Estimated total cost of project \$50,000, 100% of which will be secured by West Olympia Rotary Charities Fund, a 501 (c) 3 organization. Support is being solicited from club members, local businesses and regional charitable funds. To date, over 20% of the funds have already been secured.
- Durability - Western Red Cedar, especially tight grained old growth, is rot resistant, and will be further treated with clear sealant. Acrylic paint is durable and tends to be fade resistant.
- Warranty - For outdoor sculptures, it is important to use a protectant sealant that is specifically designed for outdoor use and can withstand the elements. A popular choice is a clear acrylic sealant, which provides a durable protective coating. This type of sealant forms a barrier against moisture, UV rays, and other environmental factors that could potentially damage the sculpture. The longevity of the sealant will depend on various factors such as the specific brand, application method, and the sculpture's exposure to weather conditions. Generally, a well-applied acrylic sealant can last for several years, offering adequate protection to the carving and helping to preserve its beauty over time. However, it is recommended to periodically assess the condition of the sealant and reapply as needed to ensure continued protection.

- Vandalism and safety

We seek the City's guidance and experience in protecting other city-owned public art.

- Maintenance and preservation

Please see "Warranty" information above.

- Relationship to the City art collection - The City of Olympia in 2015 declared that the 2nd Monday in October be celebrated as Indigenous Peoples Day. This project honors the Salish culture and history of our area.

- Community process - Proposal is to be presented to Olympia's Art Commission

- Time line

Dec 2023/Jan 2024 - Presentation to City's Art Commission

Jan 2024 - Approval by Art Commission

February 2024 - Approval by Olympia City Council

Nov 2023 – June 2024 - Fundraising by West Olympia Rotary

February 2024 – February 2025 - Construction of Art piece by artist at his shop

Spring, early summer 2025 - Installation of art piece.

5. A current appraisal or donor's estimate of the artwork's value.

Project estimated cost: \$45,000

6. Information on the artwork's context, origin, and history. Where it comes from, where it has been, and where it has been exhibited. Is it part of an edition? Please explain.

From artist's proposal to club: "The design will incorporate elements of Salish art, such as flowing lines, intricate patterns, and traditional motifs. The central theme of the artwork will revolve around water and its connection to marine wildlife. The carving will feature various marine creatures, such as salmon, starfish, octopus and shellfish and other marine life and emphasizing their dependence on clean water for their survival. Additionally, it will showcase the interplay between the marine ecosystem and the broader natural environment.

The educational component will be tailored to engage audiences of all ages and backgrounds, fostering a sense of environmental responsibility and inspiring positive change.

We kindly request your support and partnership to bring this vision to life. Together, we can inspire positive change and create a legacy of environmental stewardship for future generations."

Artist Taylor Krise's rendering of the project - center of carving is curved around pole toward viewer, the narrow side panels are flat in order for another flat panel to be attached on the back:



7. The artist's current resume.

See Addendum 1.

8. A description and examples of the artist's work, including information on exhibitions and collections.

Stonington Gallery in Seattle has art pieces for sale: <https://stoningtongallery.com/artist/taylor-wily-krise/>

Worked with master carvers on TESC Fiber Arts Center building:

<https://www.rolludaarchitects.com/tesc-fiber-arts-studio;>

<https://www.evergreen.edu/longhouse/indigenous-arts-campus>

Indigenous Peoples Day at Seattle Aquarium (salmon print):

<https://www.seattleaquarium.org/events/indigenous-peoples-community-day/>

Seattle Pier 62 “We Are Water” event (woman with tears):

<https://waterfrontparkseattle.org/event/we-are-water/>

ADDENDUM 1:

RESUME

Taylor Wily Krise

(360) 463-9644

TaylorKrise45@gmail.com

Objective:

Skilled Native American Salish artist with a passion for creating digital art, sculptures, paintings, and drawings. Seeking opportunities to showcase my unique artistic vision and cultural heritage.

Education:

Worked and studied artifacts at the Squaxin Island museum I was selected to be involved in apprenticeship projects by master artists Lyonel Grant, Maylynn Foster, Andrea Wilbur Sigo, Duane Pasco, Steve Brown, Alex McCarty, and Dempsey Bob. Worked side by side with Salish leaders to carry out our culture for future generations.

Skills:

- Proficient in digital art software such as Adobe Photoshop, Illustrator, and Procreate.
- Extensive experience in carving, sculpting, painting, and drawing.
- Deep understanding of Salish art traditions and cultural symbolism.
- Strong ability to blend traditional techniques with contemporary artistic expression.
- Excellent attention to detail ability to meet deadlines.

Experience:

- Freelance Salish Artist 2005-2023

- Created digital art pieces inspired by Salish culture, incorporating traditional motifs and contemporary elements.
- Carved intricate wood sculptures reflecting Salish storytelling and nature themes.
- Developed paintings and drawings that explored the intersection of Salish heritage and modern life.
- Collaborated with clients to create custom artwork based on their specific vision and requirements.
- Art intern: Skokomish, Shelton, WA; Squaxin, Shelton, WA
- Assisted artists with various projects, including research, material preparation, and artwork documentation.
- Participated in exhibition setup and artwork display, ensuring a visually appealing presentation.
- Contributed to the creation of collaborative art installations and community engagement events.
- Co-founder of Salish Works, an apparel company: <https://thesalishworks.com/>

Exhibitions:

Stonington Gallery, Seattle Nov 20, 2020, <https://stoningtongallery.com/artist/taylor-wily-krise/>
 22nd Seattle Homecoming event Sept 2014
 Seattle Aquarium, Indigenous Peoples Day, Nov 19, 2023 (salmon print)
 Seattle Pier 62, We Are Water exhibition, Oct, 2023
 The Evergreen State College, Longhouse Fiber Arts Center, Sept 2015-2019

Awards and Achievements:

Native-Inspired Award with 8th generation – 2021
 Northwest Indian College (NWIC) logo contest winner – 2023 - see addendum 2 below
 Evergreen Longhouse Award – 2019

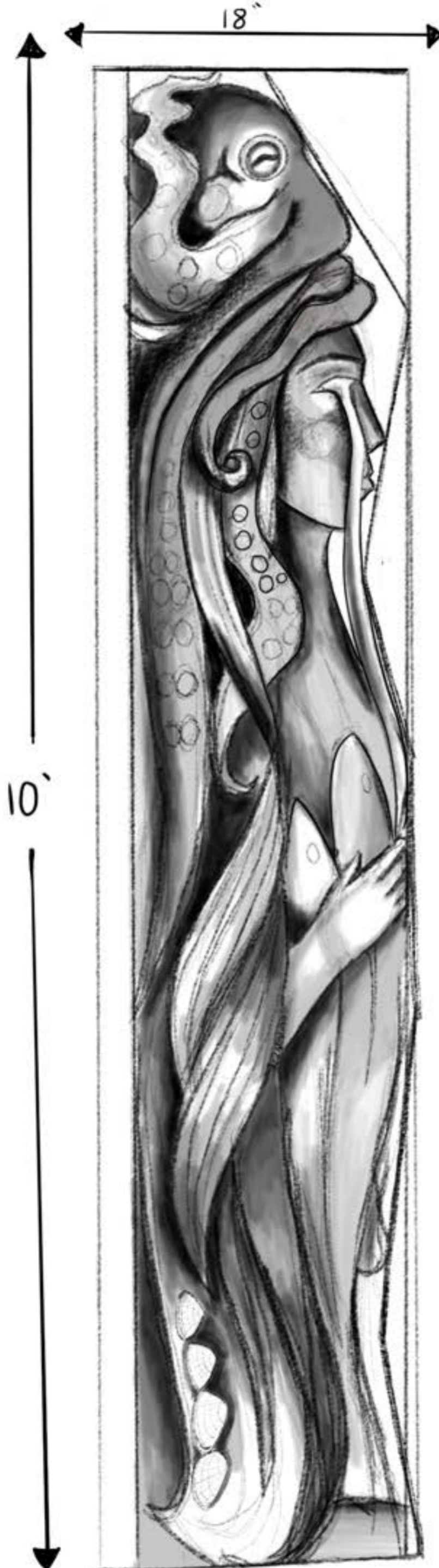
References:

Laura Grabhorn, GrabhorL@evergreen.edu
 Andrea Wilbur Sigo, awsigo@msn.com
 John Zinser, (360) 704-9023
 Charleen Krise, ckrise@squaxin.us

ADDENDUM 2

Screenshots of NWIC Facebook post of Sept 13, 2023 announcing NWIC log winner, Taylor Krise, including photo of logo, some bio.







- 1. A cover letter explaining that you are offering the artwork to the City as a gift, and responding to the question: Is there a specific reason for donating this work to the City?**

The Rotary Club of West Olympia, chartered May 25, 1975, plans to commemorate its 50th anniversary by commissioning a permanent piece of artwork to be placed in Olympia's West Bay Park, also known as Rotary Point park. It is important to many members of our club to recognize that the park is located in the ancestral lands of the Squaxin Island Tribe, and therefore we solicited proposals from three tribal artists, Joe Seymour, Andrea Wilbur-Sigo and Taylor Krise. After two rounds of voting, our club selected Taylor's proposal titled "Life is Water". This piece represents the importance of water in the life of our city, and it is an appropriate piece to be located at West Bay Park, with its marine exposure, view of the port, and a historic location important to our Native tribes and their culture. Our club, along with several other local Rotary clubs, helped develop the park into a destination for kayakers and canoeists, Budd Bay watchers, dog walkers, etc. We feel that installing our commissioned artwork at West Bay Park is the obvious choice as it is down the road from the Rotary Club of West Olympia's weekly meeting place at West Bay Marina, and is a fitting way to celebrate our 50th anniversary.

- 2. The actual artwork(s), if available.**

The art piece will be a 3D carving Salish style house post depicting the significance of clean and healthy water for marine wildlife.

Material used: tight grain old growth Western red cedar log, acrylic paint.

Dimensions: 10 foot high, 30 inches wide, 24 inches deep

Colors: natural cedar color, with Puget Sound green, turquoise, and red oxide accents (see sketch).

Textures: cedar will be carved with a D adze and knife finished, with acrylic paint accents.

Utility requirements: possible external spotlighting;

The art piece will be placed on a 30" diameter cylindrical pedestal base of reinforced concrete sunk 6' (or according to code), and placed near the Rotary Point circle of West Bay Park in consultation with city park staff, Squaxin tribe, and West Olympia Rotary Club.

SITE PLAN AND ELEVATIONS (Insert here)

Since this is a city property, we hope that site plan and elevations are available from City of Olympia Parks and Recreation Department.

3. A description of the fabrication, construction, and installation process and method. How the work will be completed and who will be responsible for doing the work.

Local Salish artist, Taylor Wily Krise will acquire the cedar log, then carve, paint, and seal the art piece at his workshop near Shelton. Site prep at West Bay Park will happen in consultation with the City. The artist will direct the installation of the art piece at the park. The vertical carved log will be mounted to a steel beam mounted securely to the concrete pedestal. The support beam then will be covered by a carved cedar panel (120" x 30" x 2.5"). FORMA Construction has committed to assist with the entirety of the installation project. They were involved with a similar Rotary-led project, when Rotary Club of Olympia donated artwork to be installed at the Percival Landing. West Olympia Rotarians and others may assist with the process. The artist will be responsible for the carving and installation, with assistance as needed from other tribal members, and city staff.

4. A written statement, drawings, photographs, and engineering documents responding directly to the criteria in the policy as they apply to your particular donation. This criteria includes:

- Aesthetic quality see 6) below
- Proposed location - West Bay Park near Rotary Point circle, 700 West Bay Drive, Olympia, WA
- Donor restrictions/requests - Artist requests Salish blessing and drum circle at dedication ceremony
- Technical feasibility
- Technical specifications - see 2 and 3
- Budget: Estimated total cost of project \$50,000, 100% of which will be secured by West Olympia Rotary Charities Fund, a 501 (c) 3 organization. Support is being solicited from club members, local businesses and regional charitable funds. To date, over 20% of the funds have already been secured.
- Durability - Western Red Cedar, especially tight grained old growth, is rot resistant, and will be further treated with clear sealant. Acrylic paint is durable and tends to be fade resistant.
- Warranty - For outdoor sculptures, it is important to use a protectant sealant that is specifically designed for outdoor use and can withstand the elements. A popular choice is a clear acrylic sealant, which provides a durable protective coating. This type of sealant forms a barrier against moisture, UV rays, and other environmental factors that could potentially damage the sculpture. The longevity of the sealant will depend on various factors such as the specific brand, application method, and the sculpture's exposure to weather conditions. Generally, a well-applied acrylic sealant can last for several years, offering adequate protection to the carving and helping to preserve its beauty over time. However, it is recommended to periodically assess the condition of the sealant and reapply as needed to ensure continued protection.

- Vandalism and safety

We seek the City's guidance and experience in protecting other city-owned public art.

- Maintenance and preservation

Please see "Warranty" information above.

- Relationship to the City art collection - The City of Olympia in 2015 declared that the 2nd Monday in October be celebrated as Indigenous Peoples Day. This project honors the Salish culture and history of our area.

- Community process - Proposal is to be presented to Olympia's Art Commission

- Time line

Dec 2023/Jan 2024 - Presentation to City's Art Commission

Jan 2024 - Approval by Art Commission

February 2024 - Approval by Olympia City Council

Nov 2023 – June 2024 - Fundraising by West Olympia Rotary

February 2024 – February 2025 - Construction of Art piece by artist at his shop

Spring, early summer 2025 - Installation of art piece.

5. A current appraisal or donor's estimate of the artwork's value.

Project estimated cost: \$45,000

6. Information on the artwork's context, origin, and history. Where it comes from, where it has been, and where it has been exhibited. Is it part of an edition? Please explain.

From artist's proposal to club: "The design will incorporate elements of Salish art, such as flowing lines, intricate patterns, and traditional motifs. The central theme of the artwork will revolve around water and its connection to marine wildlife. The carving will feature various marine creatures, such as salmon, starfish, octopus and shellfish and other marine life and emphasizing their dependence on clean water for their survival. Additionally, it will showcase the interplay between the marine ecosystem and the broader natural environment.

The educational component will be tailored to engage audiences of all ages and backgrounds, fostering a sense of environmental responsibility and inspiring positive change.

We kindly request your support and partnership to bring this vision to life. Together, we can inspire positive change and create a legacy of environmental stewardship for future generations."

Artist Taylor Krise's rendering of the project - center of carving is curved around pole toward viewer, the narrow side panels are flat in order for another flat panel to be attached on the back:



7. The artist's current resume.

See Addendum 1.

8. A description and examples of the artist's work, including information on exhibitions and collections.

Stonington Gallery in Seattle has art pieces for sale: <https://stoningtongallery.com/artist/taylor-wily-krise/>

Worked with master carvers on TESC Fiber Arts Center building:

<https://www.rolludaarchitects.com/tesc-fiber-arts-studio;>

<https://www.evergreen.edu/longhouse/indigenous-arts-campus>

Indigenous Peoples Day at Seattle Aquarium (salmon print):

<https://www.seattleaquarium.org/events/indigenous-peoples-community-day/>

Seattle Pier 62 “We Are Water” event (woman with tears):

<https://waterfrontparkseattle.org/event/we-are-water/>

ADDENDUM 1:

RESUME

Taylor Wily Krise

(360) 463-9644

TaylorKrise45@gmail.com

Objective:

Skilled Native American Salish artist with a passion for creating digital art, sculptures, paintings, and drawings. Seeking opportunities to showcase my unique artistic vision and cultural heritage.

Education:

Worked and studied artifacts at the Squaxin Island museum I was selected to be involved in apprenticeship projects by master artists Lyonel Grant, Maylynn Foster, Andrea Wilbur Sigo, Duane Pasco, Steve Brown, Alex McCarty, and Dempsey Bob. Worked side by side with Salish leaders to carry out our culture for future generations.

Skills:

- Proficient in digital art software such as Adobe Photoshop, Illustrator, and Procreate.
- Extensive experience in carving, sculpting, painting, and drawing.
- Deep understanding of Salish art traditions and cultural symbolism.
- Strong ability to blend traditional techniques with contemporary artistic expression.
- Excellent attention to detail ability to meet deadlines.

Experience:

- Freelance Salish Artist 2005-2023

- Created digital art pieces inspired by Salish culture, incorporating traditional motifs and contemporary elements.
- Carved intricate wood sculptures reflecting Salish storytelling and nature themes.
- Developed paintings and drawings that explored the intersection of Salish heritage and modern life.
- Collaborated with clients to create custom artwork based on their specific vision and requirements.
- Art intern: Skokomish, Shelton, WA; Squaxin, Shelton, WA
- Assisted artists with various projects, including research, material preparation, and artwork documentation.
- Participated in exhibition setup and artwork display, ensuring a visually appealing presentation.
- Contributed to the creation of collaborative art installations and community engagement events.
- Co-founder of Salish Works, an apparel company: <https://thesalishworks.com/>

Exhibitions:

Stonington Gallery, Seattle Nov 20, 2020, <https://stoningtongallery.com/artist/taylor-wily-krise/>

22nd Seattle Homecoming event Sept 2014

Seattle Aquarium, Indigenous Peoples Day, Nov 19, 2023 (salmon print)

Seattle Pier 62, We Are Water exhibition, Oct, 2023

The Evergreen State College, Longhouse Fiber Arts Center, Sept 2015-2019

Awards and Achievements:

Native-Inspired Award with 8th generation – 2021

Northwest Indian College (NWIC) logo contest winner – 2023 - see addendum 2 below

Evergreen Longhouse Award – 2019

References:

Laura Grabhorn, GrabhorL@evergreen.edu

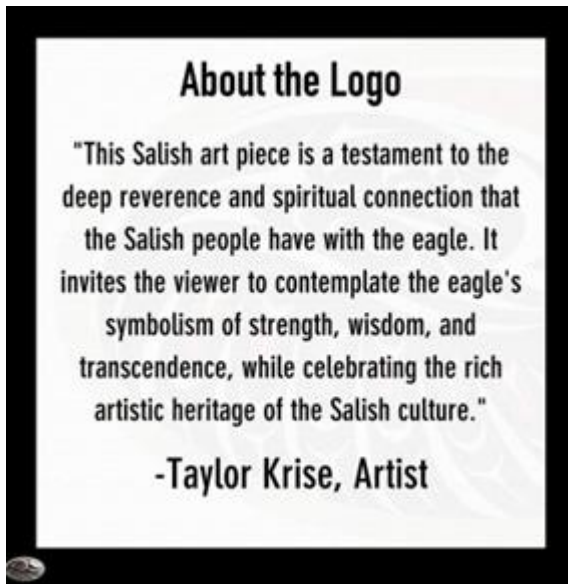
Andrea Wilbur Sigo, awsigo@msn.com

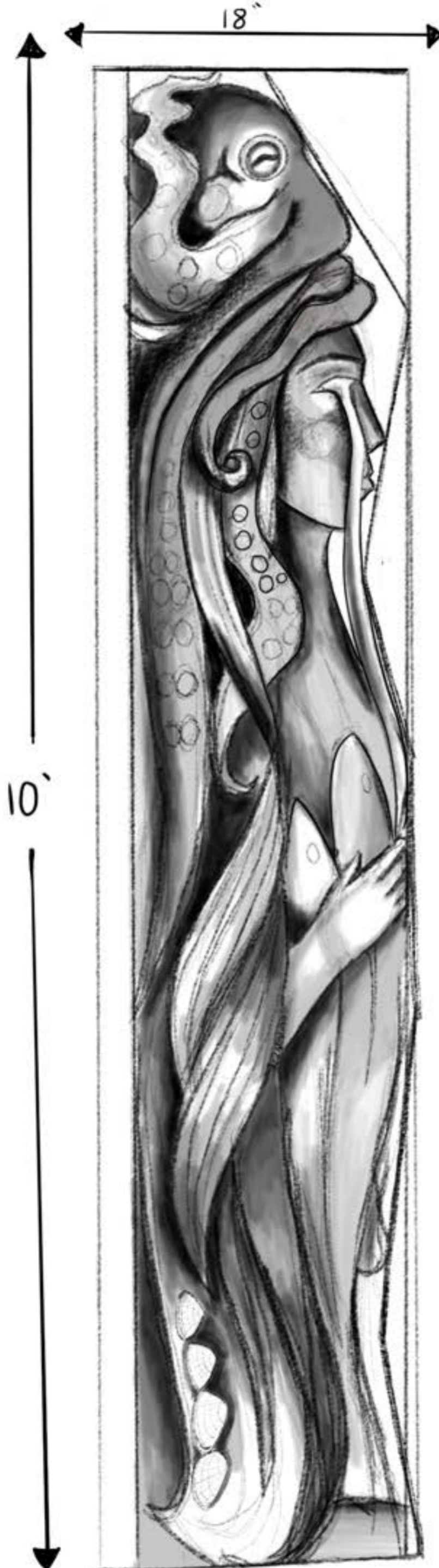
John Zinser, (360) 704-9023

Charleen Krise, ckrise@squaxin.us

ADDENDUM 2

Screenshots of NWIC Facebook post of Sept 13, 2023 announcing NWIC log winner, Taylor Krise, including photo of logo, some bio.







City Council

Approval of an Ordinance Amending Olympia Municipal Code Chapter 2.12 to include the Finance Director

Agenda Date: 5/7/2024
Agenda Item Number: 4.N
File Number:24-0322

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

Title

Approval of an Ordinance Amending Olympia Municipal Code Chapter 2.12 to include the Finance Director

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading, an ordinance amending Olympia Municipal Code Chapter 2.12 to include the Finance Director.

Report

Issue:

Whether to approve on second reading, an ordinance amending Olympia Municipal Code Chapter 2.12 to include the Finance Director.

Staff Contact:

Aaron BeMiller, Finance Director, 360.753.8465

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

In the past few years, local, state, and federal government entities have tightened requests for financial access made by the City and require correspondence from, depending on the organization, the City Finance Director, Treasurer, or Chief Financial Officer.

This update defines and clarifies in Olympia Municipal Code Chapter 2.12 that the Finance Director also serves as Treasurer and Chief Financial Officer for the City allowing the Finance Director to report to agencies as such as needed.

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:

There is no financial impact associated with this Ordinance.

Options:

1. Approve on second reading, the ordinance amending Olympia Municipal Code Chapter 2.12.
2. Do not approve ordinance amending Olympia Municipal Code Chapter 2.12.
3. Reschedule agenda item to another meeting.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE CHAPTER 2.12 RELATING TO THE DUTIES OF THE FINANCE DIRECTOR AS TREASURER AND CHIEF FINANCIAL OFFICER FOR THE CITY OF OLYMPIA

WHEREAS, the City of Olympia has a Finance Department that is supervised by a Finance Director who is responsible for performance of all financial, accounting, and auditing functions of the City of Olympia. The Finance Director is responsible for all work of the department, and is responsible for hiring and supervising employees in the Finance Department;; and

WHEREAS, it is necessary to clarify for purposes of state law and the Olympia Municipal Code that the Finance Director is the treasurer and chief financial officer for the City of Olympia;

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

Section 1. Amendment of OMC 2.12 Olympia Municipal Code Chapter 2.12 is hereby amended to read as follows:

**Chapter 2.12
OFFICERS**

2.12.000 Chapter Contents

Sections:

- [2.12.010](#) Designated.
- [2.12.020](#) Appointment--Removal.
- [2.12.030](#) City Clerk--Duties.
- [2.12.040](#) City aAttorney--Duties.
- [2.12.050](#) Finance Director --Duties.
- [2.12.060](#) Director of Public Works--Powers and duties.

2.12.010 Designated

The officers of the City, besides the City Manager, Mayor and Councilmembers, shall be as follows: a City Clerk, a City Attorney, a Municipal Judge, a Finance Director, a Chief of Police, a Chief of the Fire Department, and a Director of Public Works. Additional offices and employment shall be created in the budgetary process as the Council finds necessary or advisable, and the Council shall determine the powers and duties of each office.

2.12.020 Appointment –Removal

Each officer shall be appointed by and shall serve at the pleasure of the City Manager, except that the Municipal Court Judge shall be elected pursuant to RCW [3.50](#). Removal of officers by the City Manager is

subject to the provisions of any applicable law, rule or regulation relating to civil service and public employment and the City's personnel regulations.

2.12.030 City Clerk –Duties

It shall be the duty of the City Clerk or their designee to retain on file in accordance with state law all papers and documents belonging to the City; to keep a record of City Council meetings and proceedings, resolutions and ordinances; and to perform all other duties required by law or by the ordinances of the City.

2.12.040 City Attorney –Duties

The City Attorney shall be the legal advisor of the City Council and of all the other officers of the City in relation to matters pertaining to their respective offices. The City Attorney or their designee shall represent the City in all litigation in all courts in which the City is a party or directly interested and shall prosecute all violations of the City ordinances, and shall act generally as the attorney for the City and the several departments of the City government and shall perform such other duties as the City Council may direct. The City Council or City Manager may hire special counsel from time to time for any purpose deemed necessary.

2.12.050 Finance Director -Duties

The Finance Director or their designee shall be responsible for and in charge of the Finance Department of the City and shall perform all financial, accounting, and auditing functions of the City. The Finance Director shall be responsible for all work of the department, and shall be responsible for hiring and supervising employees in the Finance Department. The Finance Director shall fulfill the duties and perform the tasks of treasurer and chief financial officer of the City, as may be required by state law or this code.

2.12.060 Director of Public Works –Powers and duties

The Director of Public Works or their designee shall be responsible for and in charge of the Department of Public Works. The Director of Public Works shall have general responsibility for engineering, utilities, transportation, fleet, facilities, and other assigned operations and maintenance programs.

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

2024 Legislative Session Wrap Up

Agenda Date: 5/7/2024
Agenda Item Number: 6.A
File Number:24-0404

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

Title

2024 Legislative Session Wrap Up

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive a briefing on the 2024 Legislative Session.

Report

Issue:

Whether to receive a briefing on the 2024 Legislative Session.

Staff Contact:

Susan Grisham, Assistant to the City Manager, 360.753.8244

Presenter(s):

Susan Grisham, Assistant to the City Manager
Debora Munguia, Capitol Consulting

Background and Analysis:

The City of Olympia's contract lobbyist, Debora Munguia from Capitol Consulting will provide an overview of the 2024 Legislative Session. They will discuss legislation that helped advance City of Olympia Priorities, answer questions, and discuss areas of interest for the 2025 Session. A 2024 Legislative End of Session Summary is attached.

Climate Analysis:

The City of Olympia's 2024 Legislative Priorities included supporting legislative action related to climate change and statewide climate justice initiatives.

Equity Analysis:

The City of Olympia's 2024 Legislative Priorities included supporting legislative action related to issues that affect marginalized members of our community to include state resources to address homelessness and affordable housing and support of mental health and behavioral health resources.

Neighborhood/Community Interests (if known):

There were multiple bills throughout session that are of interest to Olympia community members.

Financial Impact:

There is no direct financial impact related to this item.

Options:

1. Receive the briefing.
2. Do not receive the briefing.
3. Receive the briefing at another time.

Attachments:

Olympia 2024 Legislative Priorities
Olympia 2024 End of Session Summary



2024 Legislative Priorities



TAX REFORM

Revise the Arbitrary Property Tax Cap

- Revise the property tax cap to tie it to inflation, up to 3%, and population growth factors so local elected officials can adjust the local property tax rate to better serve their communities.
- Fix the structural deficit in the city revenue and expenditure model created by the current 1% cap, resulting in a reliance on regressive revenues and artificially restricting the use of property taxes to fund basic services like police, fire, streets, and community amenities like parks.

Address Regressive Revenue Options

- Efforts to review and revise both state and local tax structures to provide less regressive revenue options to Making the Washington State tax code more fair, adequate, stable, and transparent.
- Changes to the state tax structure that would not negatively impact cities' revenue flexibility to address community needs.

HOUSING AND COMMUNITY LIVABILITY

Address Issues of Financial Stability

- Create programs to address the cost of rent, food and childcare as outlined in the Evergreen Basic Income Pilot Program.

Resources to Address Homelessness

- Continued State support for the operation and management of permanent supportive housing sites.

- Continued State support for the Rights-of-Way Safety Initiative to include city owned Rights-of-Way.

Resources to Support Affordable Housing

- The creation of new tools, incentives, revenues and resources to increase affordable housing supply, including an approach to transit-oriented development density increases that:
 - Address affordable housing needs.
 - Reflects existing and future community transportation modes.
 - Maintains consistency with local community development needs and promotes multi-modal access to services.
 - Removes barriers to condominium development and ownership.
- State leadership and support for renter/tenant protections, including rent stabilization, rent assistance and tenant screening.
- State resources for moderate and low-income community members to achieve housing stability and pathways to homeownership.
- State resources for abatement and remediation assistance for housing where methamphetamine contamination is present.
- Support for State funding to South Puget Sound Habitat for Humanity to close the funding gap for the Boulevard Road affordable home ownership project.

Olympia City Council

Dontae Payne, Mayor
Clark Gilman, Mayor Pro Tem
Jim Cooper
Yến Huỳnh
Dani Madrone
Lisa Parshley
Robert Vanderpool

Contact City Council

Susan Grisham, Legislative Liaison
360.753.8244
citycouncil@ci.olympia.wa.us

Parking Services

360.753.8017
parkingservices@ci.olympia.wa.us

Administration

Jay Burney, City Manager
360.753.8740 | jburney@ci.olympia.wa.us
Debbie Sullivan, Asst. City Manager
360.753.8499 | dsulliva@ci.olympia.wa.us
Rich Hoey, Asst. City Manager
360.753.8227 | rhoey@ci.olympia.wa.us

CLIMATE

Further Legislative Action Related to Climate Change and Statewide Climate Justice Initiatives

- The use of Climate Commitment Act (CCA) funding for statewide and community based programs that substantially reduce greenhouse gas emissions, with an emphasis on hard-to-decarbonize sectors, as well as low- and moderate-income residents, multifamily housing, and small businesses.
- Actions by the State Legislature to prohibit the extension of new natural gas service and require gas companies to plan for decarbonization and electrification.
- Establish a statewide Navigator program (HB 1391) to provide information and resources to help businesses and residents access clean energy incentives and find qualified contractors for energy upgrades and retrofits.
- Establish a statewide home energy assessment and disclosure program that provides a common framework and licensing program for residential energy assessments and disclosures.
- Actions by the State Legislature to reduce waste and develop a circular economy.

PUBLIC HEALTH & SAFETY

Further Support Regarding Public Safety Reforms

- Direct funding to offset cities' costs for implementing the new Blake/drug possession law—including staffing, law enforcement assisted diversion, co-responder teams, therapeutic courts, and diversion programs.

Expand Mental Health and Behavioral Health Resources

- Create greater access to community based mental health and behavioral health resources, to include substance use disorder treatment and dual diagnosis treatment facilities.
- Increased funding to help expand crisis response, co-responder programs, diversion and other programs that provide options beyond law enforcement to assist individuals experiencing behavioral health challenges.
- Increased support to improve workforce and staffing at community treatment centers and to expand treatment facilities; including education funding for professionals to enter the mental health and behavioral health fields.
- Help for families to get family members, who are not minors, into psychiatric care.

Further Legislative Action to Reduce Gun Violence

- Further State leadership to put safeguards in place to prevent gun violence in public spaces and schools, expanding the prohibition of open carry to all publicly owned facilities.

Further Support Related to Healthcare Protections

- Support for continued protections related to reproductive and gender affirming healthcare.



Olympia City Hall
601 4th Ave E
Olympia, WA 98507-1967
olympiawa.gov

2024 LEGISLATIVE SESSION WEEK 9 – SINE DIE City of Olympia March 9, 2024

Overview

The Legislature adjourned Sine Die on Thursday, March 7. The Governor has already taken action on the handful of bills that were delivered to him more than five days before the Legislature adjourned. For all other bills, the Governor has 20 days (not counting Sundays) to sign them. [Click here](#) for a full list of all the bills that passed the 2024 Legislative Session, organized by committee.

Key Highlights

Significant highlights of this legislative session include the passage of three of the six citizen Initiatives to the Legislature:

- I-2081 that establishes a parental bill of rights relating to their children’s public school education,
- I-2111 that prohibits state and local governments from enacting a personal income tax, and
- I-2113 that removes certain restrictions on when police officers may engage in vehicular pursuits.

The three initiatives that will be on the November ballot will be

- I-2109 to repeal the capital gains tax,
- I-2124 to allow more people to opt out of the state’s long-term care program, and
- I-2117 to repeal the Climate Commitment Act.

The Legislature passed three supplemental budgets, operating, capital and transportation. A substantial number of appropriations made in the budgets from the Climate Commitment Act include a clause that the funds may not be expended or obligated prior to January 1, 2025 and that if Initiative 2117 is approved in the November general election, the funding is null and void. Highlights from the budgets include:

Operating Budget

- \$4.4 million to eliminate the local government 25% match for Basic Law Enforcement Academy (BLEA) training.
- Does not include \$10 million in grants to local governments for public safety personnel, including recruitment and retention, that was included in the Governor’s proposal.

- \$150 million for public and private utilities to provide one-time bill rebates for low- and moderate-income residential electricity customers.
- \$62 million to address housing and services for those who are unhoused.
- \$12 million of CCA revenues to support local governments, organizations, and tribes in searching for, accessing, and reporting on federal grant awards and tax incentives.
- \$1.5 million in one-time funding for technical assistance for Broadband Equity Access and Deployment (BEAD) Program grantees
- Continues funding state-shared revenues at expected levels, but reflects a decrease in City-County Assistance for low taxbase cities and counties due to reduced REET collections and cannabis tax distributions from a reduced revenue forecast.
- \$1.5 million for an extreme weather grant program.

Capital Budget

- No new diversions from the Public Works Assistance Account.
- \$95.6 million in federal funding for Broadband Equity, Access, and Deployment Program projects.
- \$127 million increase for the Housing Trust Fund.
- \$45 million for clean building performance grants.
- \$4 million of clean energy retrofit dollars dedicated to grants for energy audits to tier 1 & 2 buildings.
- \$50 million for clean energy community decarbonization projects.
- \$105 million for Community EV Charging Grants.
- \$22 million for the Brian Abbott Fish Barrier Removal Board.
- \$25 million for green jobs and infrastructure projects for which cities are eligible to apply.

Transportation Budget

- \$27.2 million for Safe Routes to Schools grants.
- \$18.5 million for Pedestrian and Bicycle Safety Programs and grants and \$5 million to assist local jurisdictions in addressing emergent issues related to safety for pedestrians and bicyclists.
- \$15 million for the Clean Alternative Fuel Vehicle Charging and Refueling Infrastructure Program

In addition to the initiatives and budgets, the Legislature passed some significant policy bills, including:

Housing

Although rent stabilization and transit-oriented development housing policies did not pass this year, a bill that allows “co-living” housing did. HB 1998 requires cities and counties that plan under the Growth Management Act to allow “co-living” housing as a permitted use on any lot located within an urban growth area that allows at least six multifamily residential units, including on a lot zoned for mixed use development. Co-living housing is dorm-like housing with separate sleeping areas and shared areas such as bathrooms and kitchens. The bill is awaiting the Governor’s signature.

Public Safety

SB 6009 bans hog-tying by peace officers.

Several bills were passed that create tougher gun laws in the state, including

- SB 5444 that bans open carrying of firearms in transit facilities, libraries, zoos, and aquariums.

- HB 1903 requires gun owners to report the loss or theft of a firearm to law enforcement officers within 24 hours of discovering the weapon is gone.
- HB 2118 requires firearm dealers to adopt specified security features, alarm systems, safe storage practices, surveillance systems, and record keeping practices, and requires that employees must be at least 21 years old and undergo fingerprinting and background checks. Dealers must review and respond to trace requests within 24 hours; and notify law enforcement of any loss, theft or unlawful transfer within 24 hours.

Climate

SB 6058 makes several changes to the Climate Commitment act and authorizes the Department of Ecology to link Washington’s carbon market with those in California and Quebec. The bill contains a null and void clause stating that the act is declared not to be a conflicting measure with I-2117, but if the Washington State Supreme Court directs the Secretary of State to place the bill on the 2024 ballot as an alternative to I-2117, the act is null and void and may not be placed on the ballot.

HB 1589 accelerates Puget Sound Energy’s transition away from providing natural gas.

Legislative Changes

In 2024, all of the House and one-half of the Senate positions will be up for election, in addition to all of the statewide offices. Several legislators have already announced they will not be returning to their positions next session, including:

- Senate Majority Leader Andy Billig
- Senator Sam Hunt
- Senator Karen Keiser
- Senator Lynda Wilson
- Senator Mark Mullet (running for Governor)
- Senator Kevin Van De Wege (running for Public Lands Commissioner)
- Representative J.T. Wilcox
- Representative Joel Kretz
- Representative Spencer Hutchins
- Representative Jacquelin Maycumber (running for Congress)
- Representative Jessica Bateman (running for Senate)
- Representative Marcus Riccelli (running for Senate)
- Representative Paul Harris (running for Senate)

Additionally, the following legislators are running for higher office, although if they do not win their election, they retain their current seats:

- Senator Manka Dhingra (running for Attorney General)
- Senator Rebecca Saldana (running for Public Lands Commissioner)
- Senator Patty Kuderer (running for Insurance Commissioner)
- Senator Drew MacEwen (running for Congress)
- Senator Emily Randall (running for Congress)

SPECIFIC HIGHLIGHTS

Financial Stability

[HB 2230](#) codifies and makes permanent the Economic Security for All program which is to empower and incentivize communities to coordinate existing poverty reduction resources and benefits to make them easier to access, get them to the people who need them, and work as a coordinated system to help more people move out of poverty and be included in Washington's economic success. The program will allocate grants to families and individuals below 200 percent of the federal poverty level, which is \$30,120 for individuals and \$62,400 for a family of four annually. These grants are designed to help families with low incomes become more self-sufficient and focus especially on supporting people of color and rural residents. The bill was delivered to the Governor on March 5.

Housing Affordability

[HB 2321](#) is a trailer to last session's middle housing bill, HB 1110, and modifies provisions for middle housing and minimum residential density requirements. The bill was delivered to the Governor on March 6.

[SSB 6175](#) allows a city to establish a retail sales and use tax deferral program for the conversion of underutilized commercial property to affordable housing. On March 5, the House adopted a floor amendment that removes the requirement that applicants must commit to renting or selling at least 50 percent of the investment project set aside from multifamily housing units at or below fair market value, and removed the definition of "county median price" and "fair market rent" from the bill. The Senate concurred with the House amendments on March 6. The bill was delivered to the Governor on March 8.

[HB 1892](#) creates the Workforce Housing Accelerator Revolving Loan Fund Program within the Department of Commerce to administer loans to eligible organizations to assist with the development of housing for low-income households. The bill was delivered to the Governor on March 6.

[SHB 1998](#) requires cities and counties to adopt ordinances, development regulations, zoning regulations or other official controls to allow co-living housing as a permitted use on any lot located within an urban growth area that allows at least six multifamily residential units no later than December 31, 2025. It prohibits cities and counties from imposing certain standards on co-living housing, including standards that are more restrictive than those required for other types of multifamily residential uses in the same zone. The bill was delivered to the Governor on March 6.

[SHB 2012](#) expands the property tax exemption for nonprofit organizations providing rental housing or mobile home park spaces to qualifying households by allowing nonprofit organizations to receive funding from additional sources: voter-approved limited proposition levies and city or county funds designated for affordable housing. The bill was delivered to the Governor on March 6.

[SHB 2071](#) directs the Washington State Building Code Council to convene two technical advisory groups: one to recommend changes needed to apply the Washington State Residential Code to multiplex housing and another to recommend changes needed to the International Building Code to allow smaller dwelling

units. It also requires the Office of Regulatory and Innovation Assistance to contract for the development of an optional standard energy code plan set that meets or exceeds all energy code regulations for residential housing subject to the International Residential Code. The bill was delivered to the Governor on March 7.

[SB 5792](#) excludes buildings with 12 or fewer units, that are no more than three stories, from the definition of multiunit residential building if one story is utilized for above or below ground parking, or retail space, thereby exempting such buildings from certain building enclosure design and inspection requirements. The bill was delivered to the Governor on March 6.

[SB 6013](#) expands the homeownership development property tax exemption to include real property sold to low-income households for building residences using mutual self-help housing construction. The bill was delivered to the Governor on March 8.

[SB 6015](#) prohibits counties planning under the Growth Management Act, and cities within those counties with a population over 6,000, from requiring off-street parking as a condition of permitting a residential project if compliance with tree retention would otherwise make a proposed residential development or redevelopment infeasible. The bill was delivered to the Governor on March 8.

Climate

[ESHB 1589](#) establishes the WA Decarbonization Act for Large Combination Utilities and requires a large combination utility (PSE) to provide to the UTC that it has a cost-effective plan for decarbonizing in a way that is consistent with the state's greenhouse gas policies and reducing the use of natural gas. The bill was delivered to the Governor on March 7.

[HB 1976](#) permits the Department of Commerce to provide higher incentive payments under the Early Adoption Incentive Program to owners of buildings that comply with the State Energy Performance Standard. The bill was delivered to the Governor on March 5.

[SSB 6058](#) links Washington's carbon market with the California-Quebec carbon market. The bill was delivered to the Governor on March 8.

Public Health & Safety

Expand Mental Health & Behavioral Health Resources

[HB 2088](#) safeguards crisis response teams, community-based team, and other responders from civil liability during good-faith performance of their duties. This allows responders to confidently perform their jobs amidst potentially volatile situations. By empowering trained crisis responders to provide on-site de-escalation, stabilization, and resource connection directly to individuals in need, Washington creates a viable alternative to police intervention and connects individuals with behavioral health services. The bill was delivered to the Governor on March 1.

[HB 2247](#) alters licensure, certification, or registration requirements, practice settings, and reimbursement requirements for psychologists, mental health counselors, social workers, marriage and family therapists, agency affiliated counselors, and substance use disorder professionals. The bill was delivered to the Governor on March 7.

[HB 2311](#) requires CJTC to convene a task force on first responder wellness, develop a 40-hour training program and establish a grant program. The bill was delivered to the Governor on March 6.

[SB 5853](#) allows 23-hour Crisis Response Centers to serve children, but not serve adults and children in the same treatment area. The bill was delivered to the Governor on March 6.

[SB 6251](#) allows BH-ASOs to convene regional partners and stakeholders to develop protocols for coordination of the behavioral health crisis response system. The bill was delivered to the Governor on March 8.

Further Legislative Action to Reduce Gun Violence

[SHB 1903](#) creates a civil infraction for the failure to report the loss or theft of a firearm to law enforcement within 24 hours, requires law enforcement to enter lost and stolen firearms into the national Crime Information Center database, and requires licensing authorities, when issuing a firearm dealer's license, to issue dealers signage related to the possible civil and criminal penalties related to the failure to report a lost or stolen firearm and the unsafe storage of a firearm. The bill was delivered to the Governor on March 6.

[SHB 2118](#) requires employees of firearm dealers to undergo yearly background checks; requires firearm dealers to adopt specified security features, alarm and surveillance systems, and safe storage and record keeping practices; requires firearm dealers to review and respond to trace requests within 24 hours; notify law enforcement of any loss, theft or unlawful transfer of a firearm within 24 hours; and provide an annual report to the attorney general. It mandates minimum insurance coverage requirements for firearm dealers and authorizes law enforcement agencies to investigate breaches of dealer licensing conditions. It maintains recordings of points of sale and areas where firearms are stored for a period of 90 days and all other required areas for a period of 45 days. The bill was delivered to the Governor on March 7.

[SSB 5444](#) prohibits individuals from openly carrying a weapon in public libraries, zoos or aquariums, and transit stations or transit facilities. The bill was delivered to the Governor on March 8.

[SSB 5985](#) updates statutes concerning firearms background checks to refer to the Washington State Patrol firearms background check program. The bill was delivered to the Governor on March 8.

Further Support Related to Healthcare Protections

[HB 1954](#) establishes that participation in reproductive health care services or gender-affirming treatment by health care providers, consistent with the standard of care in Washington, may not serve as the basis for professional discipline under the Uniform Disciplinary Act. The bill was signed by the Governor on March 7.

[SHB 2115](#) allows a health care provider who has prescribed an abortion medication to request that the prescription label for the medication include the prescribing and dispensing health care facility name, instead of the practitioner's name. The bill was delivered to the Governor on March 6.

General Local Govt

[SB 5970](#) allows Thurston County to adopt an ordinance to reduce the number of county commissioners that are members of the local board of health. The bill was delivered to the Governor on March 7.

[HB 2022](#) requires a contractor to obtain a permit before performing any work involving the operation, assembly, disassembly, or reconfiguration of a tower crane. Local governments must develop permitting procedures that provide notice to residents and occupants in buildings within the work zone. The bill was delivered to the Governor on March 7.

[HB 2137](#) allows a Tourism Promotion Area's (TPA) legislative authority to designate an exemption to the TPA lodging charge to any lodging business, lodging unit, or lodging guest. The bill was delivered to the Governor on March 4.

[SB 6164](#) requires a local organization that produces a local comprehensive emergency management plan to include in the communication plan an expeditious notification of citizens at risk during a hazardous materials spill or release, and include the at least one public meeting. The bill was delivered to the Governor on March 8.

Land Use/GMA

[SHB 2296](#) extends the next deadline for Clallam, Clark, Island, Jefferson, Lewis, Mason, San Juan, Skagit, Thurston, and Whatcom counties, and the cities within those counties, to review and revise their comprehensive plans from June 30, 2025, to December 31, 2025. The bill was signed by the Governor on March 7.

[SB 6120](#) permits cities, counties and towns to complete their own map of areas at greatest risk from wildfire for use in applying the International Wildland Urban Interface Code and requires DNR to develop and maintain a statewide wildfire hazard map and a base-level wildfire risk map in coordination with the State Fire Marshal. The bill was delivered to the Governor on March 8.

[SB 5834](#) authorizes a county to revise its urban growth area or areas during its annual review of proposed amendments to its comprehensive plan if the revised UGA meets certain criteria. The bill was delivered to the Governor on March 7.

Bill Detail

Behavioral Health/SUD

Bill #	Companion	Title	Status	Sponsor	Position	Dead
E2SHB 1956	SSB 5923	Addressing fentanyl and other substance use prevention education.	Del to Gov	Leavitt		No
EHB 2088		Extending liability protections for responders dispatched from mobile rapid response crisis teams and community-based crisis teams.	Del to Gov	Orwall	Support	No
2SHB 2112		Concerning opioid and fentanyl prevention education and awareness at institutions of higher education.	Del to Gov	Nance		No
HB 2145		Concerning medically necessary treatment of a mental health or substance use disorder.	H HC/Wellness	Simmons		Yes
E2SHB 2245		Establishing co-response services and training as an essential component of the crisis care continuum.	S Health & Long T	Bronoske	Support	Yes
E2SHB 2247		Addressing behavioral health provider shortages.	Del to Gov	Bateman	Support	No
E2SHB 2311		Supporting first responder wellness and peer support.	Del to Gov	Davis	Support	No
2SHB 2319		Concerning substance use disorder treatment.	H Rules X	Davis	Support	Yes
EHB 2372		Transferring public property to Washington state federally recognized tribes for facilities to provide alcohol and substance use disorder prevention, treatment, and aftercare programs and services, and for behavioral health and related programs and services.	S Rules 2	Lekanoff		Yes
SHB 2396		Concerning fentanyl and other synthetic opioids.	Del to Gov	Mosbrucker		No
HB 2469		Concerning involuntary treatment.	H Civil R & Judi	Davis		Yes
SSB 5588		Concerning the mental health sentencing alternative.	Del to Gov	Nobles		No
E2SSB 5853		Extending the crisis relief center model to provide behavioral health crisis services for minors.	Del to Gov	Dhingra	Support	No

SSB 5923	E2SHB 1956	Addressing fentanyl and other substance use prevention education.	S Ways & Means	Wellman		Yes
2SSB 6228		Concerning treatment of substance use disorders.	Del to Gov	Dhingra		No
E2SSB 6251		Coordinating regional behavioral crisis response services.	Del to Gov	Dhingra		No
SSB 6295		Creating a path to recovery for high users of behavioral health crisis and criminal justice systems.	S Ways & Means	Dhingra		Yes
SB 6308		Extending timelines for implementation of the 988 system.	Del to Gov	Dhingra		No

Elections

Bill #	Companion	Title	Status	Sponsor	Position	Dead
HB 1882	SSB 5723	Giving cities and towns the freedom to switch their general elections to even-numbered years.	H State Govt & T	Farivar		Yes
ESHB 1932		Shifting general elections for local governments to even-numbered years to increase voter participation.	S Ways & Means	Gregerson		Yes
SHB 2250	SB 6156	Increasing representation and voter participation in local elections.	H Rules X	Gregerson	Support	Yes
SHB 2455		Providing local governments options regarding elections for competing ballot measures.	H Rules X	Gregerson		Yes
SSB 5723	HB 1882	Giving cities and towns the freedom to switch their general elections to even-numbered years.	S Rules X	Valdez		Yes
SB 5843		Concerning security breaches of election systems and election-related systems.	Del to Gov	Nguyen		No
SB 5993		Concerning voter education.	S Rules X	Hasegawa		Yes
SB 6156	SHB 2250	Increasing representation and voter participation in local elections.	S State Govt & E	Nobles		Yes

Environment

Bill #	Companion	Title	Status	Sponsor	Position	Dead
2SHB 1078		Concerning urban forest management ordinances.	H Rules X	Duerr	Neutral	Yes

2SHB 1131	SSB 5154	Improving Washington's solid waste management outcomes.	H Rules X	Berry	Support	Yes
E2SHB 1185		Reducing environmental impacts associated with lighting products.	Del to Gov	Hackney	Neutral	No
SHB 1192	SSB 5165	Concerning electric power system transmission planning.	H Rules X	Duerr	Support	Yes
HB 1193		Affirming that the legislature has not provided authority for the state building code council to use greenhouse gas emissions as a consideration in residential building codes or energy codes.	H Env & Energy	Dye	Oppose	Yes
2ESHB 1282	SSB 5322	Requiring environmental and labor reporting for public building construction and renovation material.	Del to Gov	Duerr	Neutral	No
E2SHB 1368	SB 5431	Requiring and funding the purchase of zero emission school buses.	Del to Gov	Senn	Support	No
SHB 1378	SSB 5433	Concerning the removal of derelict aquatic structures and restoration of aquatic lands.	H Rules X	Reeves		Yes
2SHB 1391		Concerning energy in buildings.	S Ways & Means	Ramel	Support	Yes
SHB 1427		Concerning on-premises energy generation.	H Env & Energy	Mena	Support	Yes
E2SHB 1433		Concerning energy labeling of residential buildings.	H 3rd Reading	Duerr	Support	Yes
2SHB 1551	SB 5605	Reducing lead in cookware.	Del to Gov	Pollet	Support	No
ESHB 1554		Reducing public health and environmental impacts from lead.	H Rules X	Doglio		Yes
ESHB 1584		Planning for advanced nuclear reactor technology in Washington.	H Env & Energy	Barnard	Neutral	Yes
ESHB 1589	SSB 5562	Supporting Washington's clean energy economy and transitioning to a clean, affordable, and reliable energy future.	Del to Gov	Doglio	Support	No
SHB 1686		Concerning salmon recovery reform.	H Rules X	Lekanoff		Yes
HB 1868		Reducing emissions from outdoor power equipment.	H Env & Energy	Walen		Yes
HB 1887	SB 5783	Mitigating the consumer impacts of the climate commitment act by creating greater administrability of emissions exemptions and improving the transparency	H Env & Energy	Chapman		Yes

		and business practices under the act.				
HB 1900		Implementing strategies to achieve higher recycling rates within Washington's existing solid waste management system.	H Env & Energy	Fey	Neutral	Yes
HB 1955		Repealing the greenhouse gas content disclosure provision.	Del to Gov	Barnard		No
HB 1965	SB 5918	Concerning the allocation of allowances under chapter 70A.65 RCW, the Washington climate commitment act.	H Env & Energy	Chapman		Yes
HB 1976		Changing the incentive structure for tier 1 and tier 2 buildings.	Del to Gov	Fosse	Support	No
ESHB 2039		Modifying the appeals process for environmental and land use matters.	Del to Gov	Fitzgibbon		No
SHB 2045		Creating an adopt a fish barrier program.	Del to Gov	Waters		No
2SHB 2049	SB 6005	Improving Washington's solid waste management outcomes.	H Rules X	Berry	Support	Yes
SHB 2070	SB 5990	Integrating environmental justice considerations into certain project decisions.	H Approps	Mena	Neutral	Yes
HB 2105		Ensuring the protection of instream resources in connection with the issuance of water right permits in water resource inventory areas in which minimum instream flows are not being met.	H Ag&Nr	Fitzgibbon		Yes
SHB 2117	SB 6188	Authorizing authorities to address aerial firefighting aspects as part of permitting processes for communities at risk of wildfires.	H Rules X	Barnard		Yes
SI 2117	HI 2117	Concerning carbon tax credit trading.	S Environment, E			Yes
SHB 2144		Providing for a deposit return program for qualifying beverage containers to be implemented by a distributor responsibility organization.	H Rules X	Stonier	Support	Yes
2SHB 2201	E2SSB 6058	Facilitating linkage of Washington's carbon market with the California-Quebec carbon market.	H Rules X	Doglio	Support	Yes

ESHB 2207		Providing tools designed to reduce the impacts of unlawful solid waste dumping.	Del to Gov	Ramos		No
HB 2253	SB 6113	Concerning fair access to community solar.	H Env & Energy	Hackney		Yes
E2SHB 2301	SSB 6180	Improving the outcomes associated with waste material management systems, including products affecting organic material management systems.	Del to Gov	Doglio	Neutral	No
SSB 5094		Adding a climate resilience element to water system plans.	S Rules X	Rolfes	Neutral	Yes
SSB 5517		Enacting recommendations from the joint legislative task force on water resource mitigation.	S Ways & Means	Warnick		Yes
SSB 5570		Authorizing consumer-owned utilities to establish energy efficiency revolving loan programs.	S Ways & Means	Lovelett	Support	Yes
SB 5783	HB 1887	Mitigating the consumer impacts of the climate commitment act by creating greater administrability of emissions exemptions and improving the transparency and business practices under the act.	S Environment, En	Mullet		Yes
SB 5844		Creating a dilapidated recreational vehicle disposal program.	S Environment, E	Muzzall		Yes
SB 5918	HB 1965	Concerning the allocation of allowances under chapter 70A.65 RCW, the Washington climate commitment act.	S Environment, En	Van De Wege		Yes
SSB 5931		Addressing 6PPD in motorized vehicle tires through safer products for Washington.	Del to Gov	Salomon		No
SB 5951		Concerning the purchase of power at state expense for electric vehicle charging stations.	S State Govt & El	Schoesler		Yes
SB 5990	SHB 2070	Integrating environmental justice considerations into certain project decisions.	S Environment, E	Lovelett	Neutral	Yes
SB 6005	2SHB 2049	Improving Washington's solid waste management outcomes.	S Environment, E	Lovelett	Support	Yes
SSB 6016		Supporting school districts and nonprofit organizations	S Ways & Means	Shewmake		Yes

		that service the communities where renewable energy projects are located.				
E2SSB 6058	2SHB 2201	Facilitating linkage of Washington's carbon market with the California-Quebec carbon market.	Del to Gov	Nguyen	Support	No
E2SSB 6092		Concerning disclosure of greenhouse gas emissions.	H 2nd Reading	Shewmake		Yes
SB 6113	HB 2253	Concerning fair access to community solar.	S Environment, E	Lovick		Yes
SB 6143		Concerning local salmon habitat recovery planning in critical areas.	S Ag/Water/Natur	Salomon	Concerns	Yes
SSB 6180	E2SHB 2301	Improving the outcomes associated with waste material management systems, including products affecting organic material management systems.	S Ways & Means	Lovick		Yes

Fiscal/Budget

Bill #	Companion	Title	Status	Sponsor	Position	Dead
SHB 1140	ESSB 5187	Making 2023-2025 fiscal biennium operating appropriations and 2021-2023 fiscal biennium second supplemental operating appropriations.	H Rules X	Ormsby		Yes
SHB 1147	ESSB 5200	Concerning the capital budget.	H Rules X	Tharinger		Yes
HB 1670		Raising the limit factor for property taxes.	H Rules X	Ormsby	Support	Yes
SHB 1870		Promoting economic development by increasing opportunities for local communities to secure federal funding.	Del to Gov	Barnard		No
SHB 2089	ESSB 5949	Concerning the capital budget.	H Rules R	Tharinger		Yes
SHB 2104	ESSB 5950	Making 2023-2025 fiscal biennium supplemental operating appropriations.	H Rules R	Ormsby		Yes
2SHB 2109		Regulating permanent cosmetics.	H Rules X	Ryu		Yes
SI 2109	HI 2109	Concerning taxes on long-term capital assets.	S Ways & Means			Yes
ESHB 2134	SSB 5947	Making supplemental transportation appropriations for the 2023-2025 fiscal biennium.	Del to Gov	Fey		No

HB 2278	SB 6248	Modifying the capital gains tax under chapter 82.87 RCW and related statutes by closing loopholes, repealing and replacing the business and occupation tax credit with a capital gains tax credit, clarifying ambiguities and making technical corrections in a manner that is not estimated to affect state or local tax collections, treating spouses and domestic partners more consistently, modifying and adding definitions, creating a good faith penalty waiver, and modifying the publication schedule for inflation adjustments.	H Finance	Thai		Yes
E2SHB 2354	SB 6230	Creating an option for impacted taxing districts to provide a portion of their new revenue to support any tax increment area proposed within their jurisdiction and clarifying that a tax increment area must be dissolved when all bond obligations are paid.	Del to Gov	Street		No
SHB 2428		Allowing cities to voluntarily share certain sales and use tax revenue.	Del to Gov	Klicker		No
HB 2432		Concerning public facility district taxing authority.	H Local Govt	Walsh		Yes
HB 2436		Creating a local sales and use tax.	H Local Govt	Corry		Yes
SSB 5201	ESHB 1148	Concerning state general obligation bonds and related accounts.	S Rules X	Mullet		Yes
SSB 5303		Creating the public works revolving trust account.	S Rules X	Mullet	Support	Yes
SB 5404		Increasing cannabis revenue distributions to local governments.	S Ways & Means	Wagoner		Yes
SB 5568		Restoring liquor sales revenue distributions to local governments.	S Ways & Means	Wagoner		Yes
SSB 5770		Providing property tax reform.	S Rules X	Pedersen	Support	Yes
SSB 5947	ESHB 2134	Making supplemental transportation appropriations for the 2023-2025 fiscal biennium.	S Rules 2	Liias		Yes
ESSB 5949	SHB 2089	Concerning the capital budget.	Del to Gov	Mullet		No

ESSB 5950	SHB 2104	Making 2023-2025 fiscal biennium supplemental operating appropriations.	Del to Gov	Robinson		No
SB 6230	E2SHB 2354	Creating an option for impacted taxing districts to provide a portion of their new revenue to support any tax increment area proposed within their jurisdiction.	S Loc Gov, Land	Rivers		Yes

General Local Govt

Bill #	Companion	Title	Status	Sponsor	Position	Dead
SHB 1012		Addressing the response to extreme weather events.	Del to Gov	Leavitt	Support	No
SHB 1045		Creating the evergreen basic income pilot program.	H Approps	Berry	Support	Yes
SHB 1075	SB 5249	Expanding eligibility for the working families' tax credit to everyone age 18 and older.	H Approps	Thai	Support	Yes
SHB 1105		Requiring public agencies to provide notice for public comment that includes the last date by which such public comment must be submitted.	Del to Gov	Kloba		No
HB 1135	SB 5452	Authorizing impact fee revenue to fund improvements to bicycle and pedestrian facilities.	H Rules X	Slatter	Neutral	Yes
SHB 1136		Requiring employers to reimburse employees for necessary expenditures and losses.	H Rules X	Reeves		Yes
SHB 1306	2SSB 5268	Addressing equity and efficiencies in public works procurement including modifying small works roster requirements.	H Rules X	Tharinger		Yes
E2SHB 1320	SSB 5061	Concerning access to personnel records.	H Rules X	Reed		Yes
E2SHB 1392	SB 5464	Promoting the fair servicing and repair of digital electronic equipment.	H ConsPro&Bus	Gregerson	Neutral	Yes
SHB 1449		Amending reporting requirements for the project permit application processing timeline.	H Rules X	Alvarado		Yes
HB 1585		Addressing local infrastructure project areas.	H Finance	Cortes		Yes

SHB 1650		Requiring voter approval for local government prohibitions on cannabis businesses.	H Approps	Wylie		Yes
SHB 1717	SB 5379	Supporting innovation at associate development organizations.	S 2nd Reading	Rule		Yes
ESHB 1893	SB 5777	Concerning unemployment insurance benefits for striking or lockout workers.	S 2nd Reading	Doglio	Concerns	Yes
HB 1894	SB 5897	Modifying provisions of the business licensing service program.	H Rules X	Walén		Yes
SHB 1940	ESSB 5778	Protecting the rights of workers to refrain from attending meetings or listening to their employer's speech on political or religious matters.	H Rules X	Fosse		Yes
SHB 1952		Concerning long-term community recovery after disasters.	H Rules X	Volz		Yes
HB 1978		Adding special purpose and junior taxing districts to the intrastate mutual aid system.	C 16 L 24	Rule		No
HB 1982		Concerning the authority of the community economic revitalization board with respect to loans and grants to political subdivisions and federally recognized Indian tribes for broadband.	Del to Gov	Waters		No
SHB 1990	SB 5954	Concerning the Washington state aerial imagery program.	H Approps	Ryu		Yes
SHB 2007		Expanding time limit exemptions applicable to cash assistance programs.	Del to Gov	Peterson	Support	No
SHB 2020		Creating a state administered public infrastructure assistance program within the emergency management division.	Del to Gov	Timmons		No
2SHB 2022	SB 5900	Concerning construction crane safety.	Del to Gov	Reed		No
HB 2051		Reducing emissions from small off-road engines.	H Env & Energy	Walén		Yes
HB 2137	SB 6202	Concerning technical changes to allowable exemptions for tourism promotion area assessments.	Del to Gov	Berg	Support	No
HB 2179		Providing local licensing and regulation of child care providers.	H Human Svc, You	Couture		Yes

SHB 2230		Promoting economic inclusion by creating the economic security for all grant program.	Del to Gov	Peterson	Support	No
SHB 2258		Providing funding for municipalities participating in the regional 911 emergency communications system.	H Rules X	Ormsby		Yes
ESHB 2306		Allowing main street programs to use remaining main street tax credits after a certain date.	Del to Gov	Steele		No
HB 2307		Limiting vexatious claims by modifying administrative and judicial review processes for public records requests and responses.	H State Govt & T	Schmick	Support	Yes
HB 2343		Concerning reimbursement by property owners for street, road, and water or sewer projects.	H Local Govt	Donaghy		Yes
SHB 2368		Assisting refugees and immigrants.	Del to Gov	Gregerson		No
HB 2450	SB 6285	Ensuring the timely and balanced use of impact fees.	H Local Govt	Hutchins		Yes
HB 2451	SB 6284	Increasing the consistency and transparency of impact fees.	H Local Govt	Hutchins	Concerns	Yes
SHB 2465	ESSB 6291	Streamlining the state building code council operating procedures by establishing criteria for statewide amendments to the state building code.	H Rules X	Ramel		Yes
HB 2466		Addressing ambulance wait times.	H HC/Wellness	Fosse		Yes
HJR 4204	SJR 8205	Authorizing investment of funds held for the purpose of reducing persistent poverty.	H Rules X	Volz		No
SSB 5095	HB 1718	Creating the "parks Rx" health and wellness pilot programs.	S Ways & Means	Nobles		Yes
SSB 5133		Modifying the responsible bidder criteria for public works projects.	S Ways & Means	Keiser		Yes
SB 5209	HB 1220	Establishing universal civic duty voting.	S Transportation	Hunt		Yes
SB 5379	SHB 1717	Supporting innovation at associate development organizations.	S Ways & Means	Frame		Yes
ESSB 5726		Concerning the prevailing wages on public works.	S Rules X	King		Yes
SB 5777	ESHB 1893	Concerning unemployment insurance benefits for striking or lockout workers.	S Rules X	Keiser	Concerns	Yes

ESSB 5778	SHB 1940	Protecting the rights of workers to refrain from attending meetings or listening to their employer's speech on political or religious matters.	Del to Gov	Keiser		No
SB 5897	HB 1894	Modifying provisions of the business licensing service program.	Del to Gov	Mullet		No
SB 5900	2SHB 2022	Concerning construction crane safety.	S Labor & Comm	Frame		Yes
SSB 5924		Concerning access to personnel records.	S Ways & Means	Kuderer		Yes
SB 5954	SHB 1990	Concerning the Washington state aerial imagery program.	S State Govt & El	Lovick		Yes
SB 6067		Concerning questions of representation under collective bargaining agreements for cities, counties, and municipal corporations.	S Labor & Comm	Padden		Yes
SSB 6158		Concerning public facilities districts.	S Ways & Means	Wilson		Yes
SSB 6164		Concerning county emergency management plans.	Del to Gov	Wagoner		No
ESB 6167		Concerning local government procurement rules.	H Local Govt	Hasegawa		Yes
SSB 6192		Addressing additional work and change orders on public and private construction projects.	Del to Gov	King		No
SB 6196		Creating the evergreen basic income pilot program.	S Human Services	Kauffman	Support	Yes
SB 6202	HB 2137	Concerning technical changes to allowable exemptions for tourism promotion area assessments.	H Local Govt	Kauffman	Support	Yes
SB 6231		Prohibiting the use of hostile architecture elements for publicly accessible buildings or real property.	S Loc Gov, Land	Lovelett		Yes
SB 6284	HB 2451	Increasing the consistency and transparency of impact fees.	S Ways & Means	Braun		Yes
SB 6285	HB 2450	Ensuring the timely and balanced use of impact fees.	S Ways & Means	Braun	Concerns	Yes

Housing

Bill #	Companion	Title	Status	Sponsor	Position	Dead
HB 1054		Addressing the authority of owners' associations in	Del to Gov	Walen		No

		common interest communities to regulate or limit occupancy by unrelated persons.				
SHB 1124		Protecting tenants from excessive rent and related fees by providing at least six months' notice for rent increases over a certain amount, allowing tenants the right to terminate a tenancy without penalty, and limiting late fees.	H Rules X	Peterson		Yes
SHB 1129	E2SSB 5198	Concerning the sale or lease of manufactured/mobile home communities and the property on which they sit.	H Rules X	Gregerson		Yes
SHB 1133	SB 5357	Establishing limitations on detached accessory dwelling units outside urban growth areas.	H Housing	Chapman		Yes
E2SHB 1167		Concerning residential housing regulations.	H Housing	Duerr	Neutral	Yes
ESHB 1245	SSB 5364	Increasing housing options through lot splitting.	S Loc Gov, Land U	Barkis		Yes
HB 1252		Concerning impact fee deferrals.	H Housing	Bateman		Yes
SHB 1351	SB 5456	Prohibiting the imposition of minimum parking requirements except under certain circumstances.	H Local Govt	Reed		Yes
2SHB 1389	SB 5435	Concerning residential rent increases under the residential landlord-tenant act and the manufactured/mobile home landlord-tenant act.	H Rules X	Ramel	Support	Yes
HB 1401		Allowing cities and counties to create a simple, standardized housing permit process for affordable housing units in areas designated for housing.	H Housing	Jacobsen		Yes
EHB 1468		Concerning impact fee deferrals.	S 2nd Reading	Goehner		Yes
HB 1519		Concerning local project review.	H Rules X	Barkis	Support	Yes
SHB 1596		Providing local governments with options to increase affordable housing in their communities.	H Finance	Kloba		Yes
2SHB 1628		Increasing the supply of affordable housing by modifying the state and local real estate excise tax.	H Rules X	Chopp	Support	Yes

HB 1890	SB 5807	Concerning housing authorities.	C 12 L 24	Alvarado		No
SHB 1892		Concerning the workforce housing accelerator program.	Del to Gov	Leavitt		No
ESHB 1998	SSB 5901	Concerning co-living housing.	Del to Gov	Gregerson	Support	No
ESHB 2003	SB 5967	Concerning an exemption to the leasehold excise tax for leases on public lands.	Del to Gov	Connors		No
SHB 2008		Creating a task force on housing cost driver analysis.	H Approps	Klicker		Yes
SHB 2012		Concerning eligibility for a property tax exemption for nonprofits providing affordable rental housing built with city and county funds.	Del to Gov	Street	Support	No
HB 2033		Creating a rent relief incentive program.	H Housing	Cheney		Yes
HB 2063		Providing an exemption from the real estate excise tax for transfers of property to qualifying low-income first-time homebuyers.	H Finance	Wylie		Yes
HB 2064		Providing for an exemption from the real estate excise tax for transfers of property to qualifying low-income first-time homebuyers.	H Finance	Wylie		Yes
2SHB 2071		Concerning residential housing regulations.	Del to Gov	Duerr	Concerns	No
SI 2113	HI 2113	Concerning vehicular pursuits by peace officers.	S Pres Signed			No
2SHB 2113		Concerning compliance with the housing element requirements of the growth management act.	H Rules X	Bateman		Yes
ESHB 2114	SB 5961	Improving housing stability for tenants subject to the residential landlord-tenant act and the manufactured/mobile home landlord-tenant act by limiting rent and fee increases, requiring notice of rent and fee increases, limiting fees and deposits, establishing a landlord resource center and associated services, authorizing tenant lease termination, creating parity between lease types, and providing for attorney general enforcement.	S Ways & Means	Alvarado	Support	Yes

HB 2158		Expanding urban growth area boundaries for residential development.	H Housing	Connors	Oppose	Yes
E2SHB 2160	SB 6024	Promoting community and transit-oriented housing development.	S Ways & Means	Reed		Yes
HB 2161		Addressing enforcement of tenant protections.	H Housing	Peterson	Support	Yes
SHB 2172		Providing for the use of vacant state agency property by a local government during an emergency.	H Cap Budget	Harris		Yes
HB 2219		Providing tax relief for nonprofit development of affordable housing.	H Finance	Hackney	Support	Yes
HB 2228		Decreasing the minimum density requirements for middle housing.	H Housing	Christian		Yes
HB 2229		Providing for the coordination and collaboration of homeless services.	H Housing	Christian		Yes
HB 2263		Concerning assisted living facilities delivering permanent supportive housing services.	H HC/Wellness	Stonier		Yes
2SHB 2270		Creating a Washington state department of housing.	S Ways & Means	Morgan		Yes
SHB 2276	SB 6191	Increasing the supply of affordable and workforce housing.	H Rules R	Berg	Support	Yes
2SHB 2308	E2SSB 6175	Concerning housing affordability tax incentives for existing structures.	H Rules X	Walén	Neutral	Yes
ESHB 2321		Modifying middle housing requirements and the definitions of transit stop.	Del to Gov	Bateman	Support	No
HB 2323	SB 6212	Requiring landlords to report on-time rent payments to consumer reporting agencies.	H Rules X	Peterson	Support	Yes
HB 2345		Preparing for revisions to the residential landlord-tenant act.	H Housing	Barkis		Yes
HB 2353		Promoting affordable housing in unincorporated areas within urban growth areas of counties.	H Housing	Nance		Yes
HB 2375		Including an accessory dwelling unit under property that qualifies for the senior citizens property tax exemption.	Del to Gov	Goehner	Support	No
HB 2413	SB 6173	Encouraging investments in affordable homeownership unit development.	H Local Govt	Walén		Yes

HB 2419		Providing housing safety, security, and protection by creating the homeowner relief property tax exemption.	H Finance	Berg		Yes
HB 2425		Enacting the home affordability sustainment act, a rental support program.	H Housing	Rule	Support	Yes
HB 2453		Creating a housing gap voucher program.	H Housing	Hutchins		Yes
HB 2460		Concerning evictions of residential tenants after a property owner elects to sell a unit or apartment in a common interest community.	H Housing	Connors		Yes
ESHB 2474		Concerning compliance with siting requirements for transitional housing, permanent supportive housing, indoor emergency shelters, and indoor emergency housing.	S Loc Gov, Land	Peterson	Concerns	Yes
HJR 4209	SJR 8209	Concerning a constitutional amendment providing for a residential real property exemption from property taxes levied for state purposes.	H Finance	Berg		No
SSB 5118		Modifying the multifamily property tax exemption to promote development of long-term affordable housing.	S Ways & Means	Kuderer	Neutral	Yes
SSB 5235	HB 1276	Concerning accessory dwelling units.	S Rules X	Shewmake	Support	Yes
ESSB 5334		Providing a local government option for the funding of essential affordable housing programs.	H Rules R	Lovelett		Yes
ESSB 5466	HB 1517	Promoting transit-oriented development.	S Rules X	Lias	Support	Yes
ESSB 5657		Concerning city and town permitting of kit homes.	H Housing	Wilson		Yes
2SSB 5730		Concerning impounds of vehicles used as residences.	S Housing	Fortunato		Yes
SB 5792		Concerning the definition of multiunit residential buildings.	Del to Gov	Padden	Neutral	No
SB 5807	HB 1890	Concerning housing authorities.	S Rules X	Frame		Yes
SB 5874		Concerning the removal of unauthorized persons.	S Law & Justice	Fortunato		Yes
SB 5899		Adding to the list of provisions prohibited from rental agreements.	S Housing	Pedersen		Yes
SSB 5901	ESHB 1998	Concerning co-living housing.	S Rules X	Salomon	Support	Yes

SB 5961	ESHB 2114	Improving housing stability for tenants subject to the residential landlord-tenant act and the manufactured/mobile home landlord-tenant act by limiting rent and fee increases, requiring notice of rent and fee increases, limiting fees and deposits, establishing a landlord resource center and associated services, authorizing tenant lease termination, creating parity between lease types, and providing for attorney general enforcement.	S Housing	Trudeau	Support	Yes
SB 5967	ESHB 2003	Concerning an exemption to the leasehold excise tax for leases on public lands.	S Ways & Means	Frame		Yes
SB 5975		Authorizing use of the housing trust fund and other legislative appropriations to finance social housing.	S Housing	Hasegawa	Support	Yes
SB 6013		Expanding the homeownership development property tax exemption to include real property sold to low-income households for building residences using mutual self-help housing construction.	Del to Gov	Shewmake	Support	No
SSB 6015		Concerning residential parking configurations.	Del to Gov	Shewmake	Concerns	No
SB 6024	E2SHB 2160	Promoting community and transit-oriented housing development.	S Loc Gov, Land	Trudeau		Yes
SSB 6029		Establishing limitations on detached accessory dwelling units outside urban growth areas.	S Rules X	Braun		Yes
SB 6030		Amending the county population threshold for counties that may exempt from taxation the value of accessory dwelling units to incentivize rental to low-income households.	H 2nd Reading	Braun		Yes
ESSB 6061		Concerning exemptions for housing development under the state environmental policy act.	H Rules R	Lovelett		Yes

SB 6064		Concerning moneys collected by a landlord as fees, deposit, or security for pets.	S Housing	Hansen	Support	Yes
SB 6065		Concerning the property tax exemption for cities or counties providing affordable housing to qualifying households.	S Housing	Saldana		Yes
SSB 6136		Reestablishing a business and occupation tax on the privilege of providing property for rent.	S Ways & Means	Kuderer	Neutral	Yes
SSB 6152		Requiring certain counties to measure the gap between estimated existing housing units and existing housing needs.	S Ways & Means	Cleveland	Neutral	Yes
SB 6173	HB 2413	Encouraging investments in affordable homeownership unit development.	Del to Gov	Nobles	Support	No
E2SSB 6175	2SHB 2308	Providing a sales and use tax incentive for existing structures. (REVISED FOR ENGROSSED: Concerning housing affordability tax incentives for existing structures.)	Del to Gov	Trudeau	Neutral	Yes
SB 6191	SHB 2276	Increasing the supply of affordable and workforce housing.	S Ways & Means	Frame	Support	Yes
SB 6212	HB 2323	Requiring landlords to report on-time rent payments to consumer reporting agencies.	S Rules X	Shewmake	Support	Yes
SB 6249		Providing housing safety, security, and protection by creating the homeowner relief property tax exemption.	S Ways & Means	Robinson		Yes
SB 6250	HB 2418	Increasing the working families' tax credit to reflect the economic burden of property taxes incorporated into rental amounts charged to residential tenants.	S Ways & Means	Robinson		Yes
SB 6317		Promoting housing affordability by incentivizing the construction of American dream homes.	S Loc Gov, Land U	Fortunato		Yes
SJR 8209	HJR 4209	Concerning a constitutional amendment providing for a residential real property exemption from property taxes levied for state purposes.	S Ways & Means	Robinson		No

Land Use/GMA

Bill #	Companion	Title	Status	Sponsor	Position	Dead
SHB 1026		Concerning local government design review.	H Housing	Walen		Yes
SHB 2252		Allowing small business establishments in residential zones.	S Rules 2	Klicker		Yes
SHB 2296	SSB 6150	Extending the comprehensive plan revision schedule for select local governments.	C 17 L 24	Griffey	Support	No
SHB 2344		Concerning the effective date of the filing of a notice of intention with a boundary review board.	H Rules X	Donaghy		Yes
SHB 2409		Addressing underground facilities and safe excavation practices.	H Rules X	Corry		Yes
HB 2468		Concerning the siting of child care facilities.	H Local Govt	Jacobsen		Yes
HJR 4210		Adding a new section to the Washington state Constitution regarding the conservation and protection of the state's natural resources.	H Env & Energy	Lekanoff		No
SSB 5834		Concerning urban growth areas.	Del to Gov	Short		No
SB 5885		Concerning procedures for certificates of annexation submitted to the office of financial management.	Del to Gov	Torres		No
SSB 5934		Concerning pollinator habitat.	Del to Gov	Padden		No
SSB 6010		Streamlining certain decisions pertaining to the development or extension of a trail or path from the state environmental policy act.	H Local Govt	Shewmake		Yes
ESSB 6040		Concerning prompt payment in public works.	Del to Gov	Valdez		No
ESB 6120		Concerning the Wildland Urban Interface Code.	Del to Gov	Van De Wege		No
SSB 6140		Concerning limited areas of more intensive rural development.	Del to Gov	Short		No
SSB 6150	SHB 2296	Extending the comprehensive plan revision schedule for select local governments.	H Local Govt	Cleveland	Support	Yes

Public Safety/Courts/Police

Bill #	Companion	Title	Status	Sponsor	Position	Dead
--------	-----------	-------	--------	---------	----------	------

2024 LEGISLATIVE SESSION

March 9, 2024

Page 25 of 32

SHB 1024		Concerning labor and income of incarcerated persons.	H Rules X	Simmons		Yes
2SHB 1025		Creating a private right of action for harm from violations of the state Constitution or state law by peace officers.	H Civil R & Judi	Thai		Yes
2SHB 1062	SB 6293	Concerning deception by law enforcement officers during custodial interrogations.	H Rules X	Peterson		Yes
SHB 1080		Concerning body worn cameras.	H Rules X	Taylor		Yes
SHB 1363	ESB 5352	Concerning vehicular pursuits.	H Rules X	Rule		Yes
ESHB 1387		Requiring the criminal justice training commission to establish a program.	H Community Safet	Ramos		Yes
2SHB 1445		Concerning law enforcement and local corrections agency misconduct through investigations and legal actions.	H Rules X	Hansen		Yes
2SHB 1492		Providing relief for persons affected by State v. Blake.	H Rules X	Simmons		Yes
SHB 1513	SB 5572	Improving traffic safety.	H Rules X	Street		Yes
HB 1530		Expanding eligibility for employment of certain law enforcement and prosecutor office positions.	C 11 L 24	Cortes		No
3SHB 1579		Establishing a mechanism for independent prosecutions within the office of the attorney general of criminal conduct arising from police use of force.	S Ways & Means	Stonier		Yes
2SHB 1586		Requiring the criminal justice training commission to establish a work group and grant program related to vehicular pursuits.	H Rules X	Goodman		Yes
HB 1635	SB 6023	Limiting liability arising from the use of trained police dogs.	Del to Gov	Mosbrucker		No
HB 1902	SB 6004	Enhancing requirements for the purchase or transfer of firearms.	H Civil R & Judi	Berry	Support	Yes
SHB 1903		Reporting lost or stolen firearms.	Del to Gov	Berry	Support	No
SHB 1926	SB 6086	Concerning supervision compliance credit.	H Rules X	Couture		Yes
SHB 1994		Concerning judicial dismissal of a misdemeanor following completion of court-ordered conditions.	H Rules X	Farivar		Yes

2SHB 2001	SB 6037	Providing judicial discretion to modify sentences in the interests of justice.	S Law & Justice	Simmons		Yes
HB 2002		Establishing criminal penalties for the public use of fentanyl or methamphetamine.	H Community Safe	Low		Yes
ESHB 2021	SB 6001	Concerning the disposition of privately owned firearms in the custody of state or local government entities or law enforcement agencies.	Del to Gov	Senn	Support	No
HB 2027	SB 5905	Concerning certification, background checks, and training requirements for sheriffs, police chiefs, marshals, reserve officers, and volunteers.	H Community Safe	Doglio		Yes
HB 2093		Improving community safety and justice in the civil commitment of sexually violent predators.	H Community Safe	Griffey		Yes
HB 2096		Ensuring adequate notice to and consideration of local communities when establishing housing options for individuals qualifying for a less restrictive alternative placement.	H Community Safe	Leavitt		Yes
SI 2113	HI 2113	Concerning vehicular pursuits by peace officers.	S Pres Signed			No
2SHB 2113		Concerning compliance with the housing element requirements of the growth management act.	H Rules X	Bateman		Yes
ESHB 2118	SB 6266	Protecting the public from gun violence by establishing additional requirements for the business operations of licensed firearms dealers.	Del to Gov	Walen	Support	No
HB 2211	SB 6076	Granting local taxing authority to fund criminal justice.	H Local Govt	Stearns		Yes
HB 2231		Incentivizing cities and counties to attract and retain commissioned law enforcement officers.	H Local Govt	Walen	Support	Yes
HB 2238		Imposing a new tax on the sale or transfer of ammunition.	H Finance	Thai		Yes
HB 2251	ESSB 5974	Concerning the disposition of unenforceable legal financial obligations other than restitution imposed by a court	H Human Svc, You	Cortes		Yes

		or an agent of the court against a juvenile prior to July 1, 2023.				
HB 2366		Concerning spring blade knives.	H Civil R & Judi	Chambers		Yes
SHB 2390	SB 6200	Concerning penalties related to eluding police vehicles and resisting arrest.	H Approps	Shavers		Yes
HB 2414	ESSB 6009	Prohibiting the use of hog-tying.	H Community Safe	Mena		Yes
HB 2472		Providing state matching funds for programs supported by the county sales and use tax for chemical dependency, mental health treatment, and therapeutic courts.	H Approps	Hutchins		Yes
HB 2473	SB 6083	Concerning transparency, public safety, and independent oversight of the city, county, and regional jail system in Washington state.	H Community Safe	Farivar		Yes
HB 2475	SSB 6301	Concerning basic law enforcement academy.	H Community Safe	Lekanoff		Yes
ESB 5032		Extending the felony driving under the influence lookback to 15 years while providing additional treatment options through the creation of a drug offender sentencing alternative for driving under the influence. (REVISED FOR ENGROSSED: Concerning impaired driving.)	H Community Safet	Padden		Yes
SB 5059		Concerning prejudgment interest.	S Ways & Means	Kuderer	Oppose	Yes
SSB 5110		Adding penalties for certain prohibited practices in chapter 49.44 RCW.	S Rules X	Keiser		Yes
ESSB 5299		Concerning law enforcement officer protection.	H Rules R	Braun		Yes
ESSB 5424	SHB 1413	Concerning flexible work for general and limited authority Washington peace officers.	Del to Gov	Lovick		No
2SSB 5444		Restricting the possession of weapons, excluding carrying a pistol by a person licensed to carry a concealed pistol, on the premises of libraries, zoos, aquariums, and transit facilities.	Del to Gov	Valdez	Support	No
ESSB 5690		Concerning conditional release transition teams.	S Rules 3	Dhingra		Yes

SSB 5722		Concerning photographs, microphotographs, and electronic images from traffic safety cameras and toll systems.	H Community Safet	Kuderer		Yes
SB 5773		Concerning public defense services.	S Law & Justice	Torres		Yes
SB 5860		Concerning spring blade knives.	H Civil R & Judi	Fortunato		Yes
SB 5905	HB 2027	Concerning certification, background checks, and training requirements for sheriffs, police chiefs, marshals, reserve officers, and volunteers.	S Law & Justice	Lovick		Yes
SB 5916		Reinstating the indigent defense task force.	S Law & Justice	Torres		Yes
SB 5927		Concerning authorization of tear gas deployment by sheriffs.	S Law & Justice	Padden		Yes
SB 5963		Concerning insurance requirements relating to the ownership of certain deadly weapons.	S Law & Justice	Kuderer		Yes
ESSB 5974	HB 2251	Concerning the disposition of unenforceable legal financial obligations other than restitution imposed by a court or an agent of the court against a juvenile prior to July 1, 2023.	Del to Gov	Frame		No
ESSB 5985		Concerning firearms background check program.	Del to Gov	Hansen	Support	No
SB 6001	ESHB 2021	Concerning the disposition of privately owned firearms in the custody of state or local government entities or law enforcement agencies.	S Law & Justice	Lovick	Support	Yes
SB 6004	HB 1902	Enhancing requirements for the purchase or transfer of firearms.	S Law & Justice	Liias	Support	Yes
ESSB 6009	HB 2414	Prohibiting the use of hog-tying.	Del to Gov	Trudeau		No
SB 6033		Concerning ceremonial open carry on the Washington state capitol campus.	S Rules X	Braun		Yes
SB 6076	HB 2211	Granting local taxing authority to fund criminal justice.	S Ways & Means	Keiser		Yes
SB 6083	HB 2473	Concerning transparency, public safety, and independent oversight of the city, county, and regional jail system in Washington state.	S Human Services	Boehnke		Yes

SB 6090		Creating a law enforcement hiring grant program.	S Ways & Means	Holy		Yes
SB 6169		Increasing the potential pool of law enforcement hires by allowing active and retired law enforcement and military personnel to import certain firearms for personal use.	S Law & Justice	Wilson		Yes
SB 6181		Concerning law enforcement officer definition.	H Community Safet	Liias		Yes
SSB 6189		Concerning transparency, public safety, and independent oversight of the city, county, and regional jail system in Washington state.	S Ways & Means	Saldana		Yes
SB 6200	SHB 2390	Concerning penalties related to eluding police vehicles and resisting arrest.	S Law & Justice	Lovick		Yes
SB 6235		Concerning the city and county criminal justice assistance accounts.	S Ways & Means	Wilson		Yes
SB 6242		Concerning law enforcement training.	H Approps	Mullet	Neutral	Yes
ESB 6246		Concerning transmission of information relating to firearm prohibitions for persons committed for mental health treatment.	Del to Gov	Dhingra		No
SB 6266	ESHB 2118	Protecting the public from gun violence by establishing additional requirements for the business operations of licensed firearms dealers.	S Law & Justice	Pedersen	Support	Yes
SB 6272		Dedicating the state share of cannabis excise tax revenue to counties and cities.	S Ways & Means	Mullet		Yes
SSB 6301	HB 2475	Concerning basic law enforcement academy.	Del to Gov	Lovick		No

Reproductive Rights

Bill #	Companion	Title	Status	Sponsor	Position	Dead
2SHB 1151	SB 5204	Mandating coverage for fertility services.	H Rules X	Stonier	Support	Yes
ESHB 1300		Concerning fraud in assisted reproduction.	Del to Gov	Orwall		No
HB 1954		Harmonizing language relating to reproductive health care services and gender-affirming treatment.	C 14 L 24	Riccelli	Support	No

ESHB 2115	SB 5960	Concerning prescription labels for medications used for abortion.	Del to Gov	Thai	Support	No
ESB 5241	HB 1263	Concerning material changes to the operations and governance structure of participants in the health care marketplace.	H 2nd Reading	Randall	Support	Yes
SB 5960	ESHB 2115	Concerning prescription labels for medications used for abortion.	S Rules X	Frame	Support	Yes

Transportation/Infrastructure

Bill #	Companion	Title	Status	Sponsor	Position	Dead
2ESHB 1371	SSB 5494	Providing incentives to improve freight railroad infrastructure.	S Ways & Means	Barkis		Yes
HB 1485	SB 5023	Concerning roadside safety measures.	H Rules X	Orcutt		Yes
HB 1963		Prohibiting license plate covers.	Del to Gov	Ramos		No
ESHB 2356	SSB 6115	Concerning speed safety camera systems.	S Transportation	Fey		Yes
HB 2358		Making obstructing highways a crime.	H Community Safe	Barkis		Yes
ESHB 2384	SB 5959	Concerning automated traffic safety cameras.	Del to Gov	Donaghy		No
HB 2394		Streamlining certain decisions pertaining to the development or extension of a trail or path from the state environmental policy act.	H Local Govt	Duerr		Yes
SSB 5162	EHB 1125	Making transportation appropriations for the 2021-2023 and 2023-2025 fiscal biennia.	S Rules X	Liias		Yes
2SSB 5383	HB 1428	Concerning pedestrians crossing and moving along roadways.	S Rules X	Saldana	Neutral	Yes
SB 5594		Concerning the operation of fully autonomous vehicles.	S Transportation	Boehnke		Yes
SB 5763		Increasing existing bond authority for 2015 connecting Washington projects and improvements.	S Transportation	Liias		Yes
SB 5959	ESHB 2384	Concerning automated traffic safety cameras.	S Transportation	Liias		Yes
SSB 6115	ESHB 2356	Concerning speed safety camera systems.	Del to Gov	King		No

SB 6229		Modifying match requirements for the green transportation capital grant program.	Del to Gov	Shewmake		No
SSB 6277		Creating a new statutory framework for the use of public-private partnerships for transportation projects.	H Rules R	Lias		Yes
SB 6311		Using savings that are the result of extraordinary investment returns in the state's pension systems to fund transportation projects.	S Ways & Means	Mullet		Yes