



# Meeting Agenda

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, April 13, 2021**

**5:30 PM**

**Online and Via Phone**

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**Register to Attend:**

[https://us02web.zoom.us/webinar/register/WN\\_YmwTH173TaePxyemRS8Ovg](https://us02web.zoom.us/webinar/register/WN_YmwTH173TaePxyemRS8Ovg)

**1. ROLL CALL**

**1.A ANNOUNCEMENTS**

**1.B APPROVAL OF AGENDA**

**2. SPECIAL RECOGNITION**

**2.A [21-0354](#) Special Recognition - West Bay Art Crossing Dedication**

**Attachments:** [Olympia Art Crossing Project Web Page](#)

**2.B [21-0353](#) Special Recognition - Proclamation Recognizing Olympia Bicycle Month**

**Attachments:** [Proclamation](#)

**2.C [21-0373](#) Special Recognition - Proclamation Recognizing Workers Memorial Week**

**3. PUBLIC COMMENT**

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

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

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

**COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)**

**4. CONSENT CALENDAR**

*(Items of a Routine Nature)*

- 4.A**     [21-0364](#)     Approval of March 30, 2021 City Council Meeting Minutes  
**Attachments:**   [Minutes](#)
- 4.B**     [21-0367](#)     Approval of 2021 Advisory Committee Work Plans  
**Attachments:**   [2021 Arts Commission Work Plan](#)  
                         [2021 Arts Municipal Art Plan](#)  
                         [2021 BPAC Work Plan](#)  
                         [2021 DRB Work Plan](#)  
                         [2021 Heritage Work Plan Cover Letter](#)  
                         [2021 Heritage Work Plan](#)  
                         [2021 PBI Work Plan](#)  
                         [2021 Planning Work Plan Cover Letter](#)  
                         [2021 Planning Work Plan](#)  
                         [2021 PRAC Workplan](#)  
                         [2021 UAC Work Plan](#)
- 4.C**     [21-0319](#)     Approval of a Resolution Authorizing a Grant Agreement Between the City of Olympia and the Family Support Center of South Sound for Completion of a Homeless Shelter  
**Attachments:**   [Resolution](#)  
                         [Agreement](#)
- 4.D**     [21-0346](#)     Approval of a Resolution Authorizing Amendment One to an Interlocal Agreement with the Regional Housing Council Regarding Use of Senate House Bill 1406 Funds  
**Attachments:**   [Resolution](#)  
                         [Amended Agreement](#)
- 4.E**     [21-0356](#)     Approval of a Resolution Authorizing a Project Funded Increase in City Staffing by One Quarter Full-Time-Equivalent to Support the Design and Re-construction of the Armory Creative Campus  
**Attachments:**   [Resolution](#)
- 4.F**     [21-0359](#)     Approval of a Resolution Related to the Appointment of an Independent Salary Commission to Review City Council Compensation  
**Attachments:**   [Resolution](#)
- 4.G**     [21-0360](#)     Approval of a Resolution Authorizing an Amendment to the Interlocal Agreement between the Cities of Olympia, Lacey and Yelm for Implementing the Deschutes Water Rights Mitigation Strategy - Phase V  
**Attachments:**   [Resolution](#)  
                         [Amended Agreement](#)

**4. SECOND READINGS (Ordinances) - None****4. FIRST READINGS (Ordinances) - None****5. PUBLIC HEARING - None****6. OTHER BUSINESS****6.A [21-0363](#) Approval of Poet Laureate for 2021-2023**

**Attachments:** [Ashly McBunch Application](#)  
[Ashly McBunch Reading](#)

**6.B [21-0361](#) Briefing on the Social Justice and Equity Commission Public Engagement Process**

**Attachments:** [Community Conversation Project Overview](#)  
[Process Timeline](#)

**6.C [21-0345](#) Approval of a Resolution Authorizing the 2021 Home Fund Capital Awards for Supportive Housing**

**Attachments:** [Resolution](#)  
[Family Support Center Draft Award Letter](#)  
[LIHI Draft Award Letter](#)  
[Housing Authority Draft Award Letter](#)  
[2021 Request for Proposal](#)

**6.D [21-0362](#) Approval of an Ordinance Relating to Employment in Olympia; Establishing Labor Standards Requirements for Additional Compensation for Grocery Employees Working in Olympia; and Declaring an Emergency and Establishing an Immediate Effective Date**

**Attachments:** [Ordinance](#)

**7. CONTINUED PUBLIC COMMENT**

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

**8. REPORTS AND REFERRALS****8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS****8.B CITY MANAGER'S REPORT AND REFERRALS****9. EXECUTIVE SESSION****9.A [21-0368](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)**

## (c) - Real Estate Matter

**9. 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 - West Bay Art Crossing Dedication

**Agenda Date:** 4/13/2021  
**Agenda Item Number:** 2.A  
**File Number:** 21-0354

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

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#### Title

Special Recognition - West Bay Art Crossing Dedication

#### Recommended Action

##### Committee Recommendation:

The Arts Commission recommends the City Council recognize and dedicate *Guardians: Fighter and Watcher* by Milo White and Lin McJunkin, located at the West Bay Drive Art Crossing, the first in a series of eight public art projects associated with the Olympia Art Crossings Project.

##### City Manager Recommendation:

Recognize and dedicate *Guardians: Fighter and Watcher* by Milo White and Lin McJunkin, located at the West Bay Drive Art Crossing, the first in a series of eight public art projects associated with the Olympia Art Crossings Project.

#### Report

##### Issue:

Whether to recognize and dedicate *Guardians: Fighter and Watcher* by Milo White and Lin McJunkin, located at the West Bay Drive Art Crossing, the first in a series of eight public art projects associated with the Olympia Art Crossings Project.

##### Staff Contact:

Stephanie Johnson, Arts Program Manager, Parks, Arts & Recreation, 360.943.4596

##### Presenter(s):

Stephanie Johnson, Arts Program Manager  
Artists Milo White and Lin McJunkin

##### Background and Analysis:

The Olympia Arts Commission and Olympia Planning Commission have developed a Master Plan for placing unique public art at eight major "gateways" throughout the City. This accomplishes several goals:

- Places public art deep into Olympia's neighborhoods

- Contributes to a sense of community identity
- Introduces place making elements that help to define and bring together different areas of our community

The concept for the West Bay Art Crossing site was approved by City Council in January 2019. Developed with neighborhood participation, *Guardians* consists of two sculptures: *Fighter*, a 7-foot-tall salmon and *Watcher* a 14-foot-tall heron, that flank the road. Both are constructed of stainless steel and tempered glass, with solar-powered illumination.

The special recognition is a way to recognize the completion of the project and officially dedicate (accept) the art into the City's art collection.

More information and the project Master Plan can be found on the Olympia Art Crossing Project webpage.

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

The Northwest Olympia Neighborhood Association (NWOA) has been very involved with this project, as has the Coalition of Neighborhood Associations (CNA).

**Options:**

1. Recognize the completion of the project and officially dedicate (accept) the art into the City's art collection.
2. Do not recognize the completion of the project and officially dedicate (accept) the art into the City's art collection.
3. Recognize the completion of the project and officially dedicate (accept) the art into the City's art collection at another time.

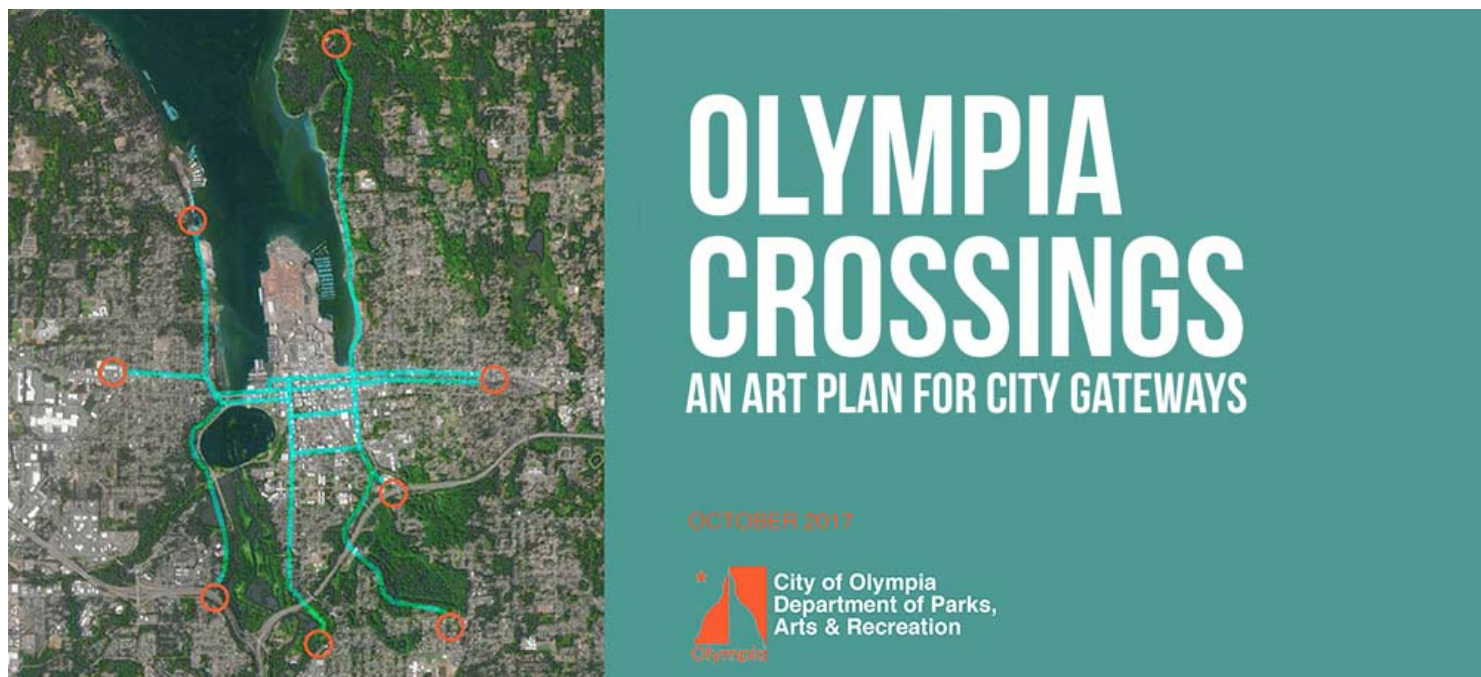
**Financial Impact:**

N/A

**Attachments:**

Olympia Art Crossing Project Web Page

# Gateways Public Art



## About the Project

The Olympia Arts Commission and Olympia Planning Commission have developed a Master Plan for placing unique public art at eight major "gateways" throughout the City. This accomplishes several goals:

- Places public art deep into Olympia's neighborhoods
- Contributes to a sense of community identity
- Introduces place making elements that help to define and bring together different areas of our community

**"Olympia Crossings - An Art Plan for City Gateways"** is the blueprint by which to move forward on each of the identified gateways, presenting overall concepts and themes, location and cost analysis and prioritization.

 [View the Olympia Crossings Plan](#)





## West Bay Art Crossing

The concept for the West Bay Art Crossing site was approved by City Council in January 2019. Developed with neighborhood participation, it consists of two sculptures, a 14 foot tall heron and a 7 foot tall salmon, that flank the road. Both will be constructed of stainless steel and tempered glass, with internal lights.

Project artists Lin McJunkin and Milo White have had their work included in the [Percival Plinth Project](#) for many years. The West Bay Art Crossing is expected to be completed in Fall 2020.

[View photos of the art creation process](#)







## Eastside St. Art Crossing

Northwest wood carver and artist [Andrea Wilbur-Sigo](#) has been selected as project artist for the Eastside St. Art Crossing. Ms. Wilbur-Sigo is an active member of the Squaxin Island Tribe, and her work reflects her heritage and a robust artistic community.

[Read more...](#)

During the selection process, involving members of the Eastside and Indian Creek Neighborhood Associations as well as the Olympia Arts Commission, Ms. Wilbur-Sigo's artwork and presence came across as very approachable and engaging. She spoke with the jury about connection, home and place, and interpreting neighborhood story in her language.

The selection of Ms. Wilbur-Sigo feels very much a natural fit to this project and place.

Her design concept for the crossing titled "Unity" was approved by City Council Jan. 12, 2021. [View the design sheet](#)

## Questions?

Contact Stephanie Johnson, at 360.709.2678 or [sjohnsol@ci.olympia.wa.us](mailto:sjohnsol@ci.olympia.wa.us)

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The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources.



## City Council

### Special Recognition - Proclamation Recognizing Olympia Bicycle Month

**Agenda Date:** 4/13/2021  
**Agenda Item Number:** 2.B  
**File Number:** 21-0353

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

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#### **Title**

Special Recognition - Proclamation Recognizing Olympia Bicycle Month

#### **Recommended Action**

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

Not referred to a committee.

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

Proclaim May as Olympia Bicycle Month.

#### **Report**

##### **Issue:**

Whether to proclaim May as Olympia Bicycle Month.

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

Kristin Gilkerson, Program Specialist, Public Works/Transportation, 360.753.2731

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

Kristin Gilkerson, Program Specialist

Duncan Green, Bicycle Commuter Challenge Coordinator, Intercity Transit

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

Each year, the City of Olympia proclaims May as Olympia Bicycle Month to coincide with the annual Thurston County Bicycle Commuter Challenge (BCC). This is the 34<sup>th</sup> year Intercity Transit has run the BCC and they have adapted the program in response to the COVID-19 pandemic. While bicycle commuting may not be an option for people working from home during the pandemic, it is an important way for people to get exercise and experience the outdoors, while practicing appropriate social distancing.

Last year, 832 people in Thurston County took part in the BCC. They biked a total of 84,415 miles to run errands, commute to work, or explore their neighborhood. Among those people were 51 City employees and family members, who rode a total of 4,147 miles.

The City continues to improve our streets for bicycling. The Legion Way project, which was finished last fall, included a raised intersection at Washington Street, which helps calm the traffic next to the

bike lane. We also extended the bike facilities on Legion Way to Water Street, which included adding the region's first bike box at the intersection with Capitol Way. The bike box allows cyclists to wait in front of traffic at a red light.

The City also extended the bike lanes on East Bay Drive to Olympia Avenue. We added buffers and green pavement markings to the bike lanes to help reduce conflicts between people walking, biking, and driving.

In February, the City Council adopted Olympia's first Transportation Master Plan, which includes projects to make it easier for people to get around on a bicycle.

**Attachments:**

Proclamation

## **PROCLAMATION**

*WHEREAS, bicycling is one of the cleanest and most energy-efficient forms of transportation; and*

*WHEREAS, bicycling instead of driving can help us reach greenhouse gas emission reduction targets identified in the Thurston Climate Mitigation Plan; and*

*WHEREAS, bicycling can help reduce traffic congestion and air and water pollution; and*

*WHEREAS, bicycling is a mode of transportation well suited to small cities like Olympia, where many of our trips are short; and*

*WHEREAS, riding a bicycle can improve physical and mental health; and*

*WHEREAS, the City of Olympia has a bicycle network that includes a Bike Corridor, 32 miles of bicycle lanes, and 10 miles of the regional trail system within City limits, and*

*WHEREAS, the City of Olympia adopted its first Transportation Master Plan, which includes projects to expand the bicycle network; and*

*WHEREAS, Intercity Transit, with sponsors including the Capital Bicycling Club and many local and regional businesses, is hosting the 34<sup>th</sup> Annual Bicycle Commuter Challenge during the month of May 2021.*

*WHEREAS, the Bicycle Commuter Challenge will count all bicycling miles this year, including miles for exercise and recreation.*

*NOW, THEREFORE, BE IT RESOLVED that in recognition of the 51<sup>st</sup> Earth Day and the 64<sup>th</sup> National Bike Month, the Olympia City Council hereby proclaims the month of May 2021 as*

### ***“OLYMPIA BICYCLE MONTH”***

*in the City of Olympia and encourages all citizens to ride their bikes during the month of May and throughout the year.*

***SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 13<sup>th</sup> DAY OF April, 2021.***  
***OLYMPIA CITY COUNCIL***

*Cheryl Selby*  
*Mayor*





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

## City Council

### Special Recognition - Proclamation Recognizing Workers Memorial Week

**Agenda Date:** 4/13/2021  
**Agenda Item Number:** 2.C  
**File Number:** 21-0373

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

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#### **Title**

Special Recognition - Proclamation Recognizing Workers Memorial Week

#### **Recommended Action**

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

Not referred to a committee.

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

Proclaim April 26 through April 30 Workers Memorial Week in the City of Olympia.

#### **Report**

##### **Issue:**

Whether to Proclaim April 26 through April 30 Workers Memorial Week in the City of Olympia.

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

Susan Grisham, Executive Assistant, 360.753.8244

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

Mayor Pro Tem Clark Gilman

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

Workers' Memorial Week is a solemn time to honor, remember and recognize those workers who have lost their lives on the job and their families who live with that loss.

##### **Attachments:**

Proclamation

## **PROCLAMATION**

***WHEREAS, fifty years ago, Congress passed the Occupational Safety and Health Act, and more than 40 years ago, Congress passed the Mine Safety and Health Act, promising every worker the right to a safe job and enshrining the essential Right to Know; and***

***WHEREAS, the first Workers Memorial Day was observed in 1989; with commemorations sustained by Labor, Public Health, Social Justice and Government advocates to recognize that every year tens of thousands of American workers are killed by workplace injuries and occupational disease and tens of thousands more are permanently disabled while millions are injured or made ill; and***

***WHEREAS, workers who have stepped forward to educate and protect themselves and others at work have taken on the extra risk of being penalized for speaking out and asserting those rights; and***

***WHEREAS we recognize that Black, Indigenous, People of Color and immigrants are at higher risk of workplace hazards, both because of the absence of needed protections and a greater risk of punishment for speaking out; and***

***WHEREAS, the COVID-19 crisis has brought to the forefront of our community and our nation a profoundly deeper appreciation for the many workers that are essential to our lives who keep showing up daily to keep our communities going; and during this national crisis it is even more important that we stand together to ensure working safe conditions; and***

***WHEREAS working during the pandemic, or losing work due to the pandemic, has endangered our mental health, causing burnout, stress and fear about family and community well-being; and***

***WHEREAS, during the pandemic, using out of the box thinking, changes were made to ensure critical safety training needed for City of Olympia staff to perform their jobs safely every day continued while maintaining COVID-19 restrictions. For example, a new Hybrid CPR/First Aid/AED class has been piloted that allows staff to complete the classroom portion online and the practical portion in a one-on-one setting; and***

***WHEREAS, today we honor Nick Cammarano, a Maintenance Worker and valued member of the City of Olympia Public Works Drinking Water Operations team, who on September 11, 2008 passed away suddenly after collapsing on the job; and***

***NOW THEREFORE, BE IT RESOLVED, that the Olympia City Council does hereby proclaim April 26 through April 30 as***

## ***WORKERS MEMORIAL WEEK***

***In the City of Olympia and encourage all community members to give recognition to the workers killed, injured and disabled on the job and encourage the continuing improvement in all workplaces to prevent further tragedies.***

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

***OF APRIL 2021.***

***OLYMPIA CITY COUNCIL***

***Cheryl Selby***  
***Mayor***



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

## City Council

### Approval of March 30, 2021 City Council Meeting Minutes

**Agenda Date:** 4/13/2021  
**Agenda Item Number:** 4.A  
**File Number:**21-0364

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

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**Title**

Approval of March 30, 2021 City Council Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, March 30, 2021**

**5:30 PM**

**Online and Via Phone**

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**Register to attend:**

[https://us02web.zoom.us/webinar/register/WN\\_16DRD4t2Tw6oUxZSUZbZ2g](https://us02web.zoom.us/webinar/register/WN_16DRD4t2Tw6oUxZSUZbZ2g)

### **1. ROLL CALL**

**Present:** 7 - Mayor Cheryl Selby, Mayor Pro Tem Clark Gilman, Councilmember Jim Cooper, Councilmember Yến Huýnh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Renata Rollins

### **1.A ANNOUNCEMENTS**

There were no announcements.

### **1.B APPROVAL OF AGENDA**

The agenda was approved.

### **2. SPECIAL RECOGNITION**

**2.A** [21-0320](#) Special Recognition - Proclamation Recognizing National Service Recognition Day

The recognition was received.

### **3. PUBLIC COMMENT**

The following people spoke: Debra Peri and Gina Stanton.

### **COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)**

### **4. CONSENT CALENDAR**

**4.A** [21-0318](#) Approval of March 9, 2021 City Council Work Session Meeting Minutes

The minutes were adopted.

**4.B** [21-0317](#) Approval of March 23, 2021 City Council Meeting Minutes

The minutes were adopted.

- 4.C [21-0111](#) Bills and Payroll Certification

**The decision was adopted.**

- 4.D [21-0259](#) Approval of a Resolution Designating City Owned Property at 911 Adams Street as Park Inventory

**The resolution was adopted.**

- 4.E [21-0279](#) Approval of a Resolution Authorizing an Interlocal Agreement Between the City of Olympia and Thurston County to Adopt the Thurston County Comprehensive Solid Waste Management Plan

**The resolution was adopted.**

- 4.F [21-0300](#) Approval of a Resolution Authorizing an Amendment to the Henderson Commercial Park Binding Site Plan

**The resolution was adopted.**

- 4.G [21-0306](#) Approval of a Resolution Authorizing Amendment Number 1 to the Professional Services Agreement Between the City of Olympia and Catholic Community Services for the Franklin Street Mitigation Site Camp

**The resolution was adopted.**

- 4.H [21-0310](#) Approval of a Resolution Authorizing a Solar Energy Rooftop Lease Agreement between the City of Olympia and Olympia Community Solar

**The resolution was adopted.**

- 4.I [21-0311](#) Approval of a Resolution Authorizing a Grant Agreement Between the City of Olympia and the Department of Ecology for the Brawne Avenue Water Quality Retrofit Design Project

**The resolution was adopted.**

- 4.J [21-0312](#) Approval of a Resolution Authorizing a Supplemental Terms and Conditions Agreement Between the City of Olympia and Bud Clary Ford Hyundai to Purchase Nine Vehicles

**The resolution was adopted.**

#### **4. SECOND READINGS (Ordinances)**

- 4.K [21-0270](#) Approval of an Ordinance Amending OMC Chapter 2.100 to Amend the Word "Citizen" to "Community Member" and to Allow City Council Advisory Boards, Commissions, and Committees to Receive a Stipend for Meeting Attendance

The ordinance was approved on second reading.

### **Approval of the Consent Agenda**

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

**Aye:** 7 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huýnh, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

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

### **5. PUBLIC HEARING - None**

### **6. OTHER BUSINESS**

#### **6.A [21-0307](#) Approval of the 2021 Plinth Project Sculptures for Exhibition**

Arts Program Specialist Angel Nava and Arts Commission Chair Frederick Dobler presented the Percival Plinth sculptures for 2021 exhibition.

**Mayor Pro Tem Gilman moved, seconded by Councilmember Parshley, to approve the Arts Commission recommended sculptures for the 2021 Percival Plinth Project Exhibition.. The motion carried by the following vote:**

**Aye:** 7 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huýnh, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

#### **6.B [21-0321](#) 2022 Preliminary Budget Process**

City Manager Jay Burney and Finance Director Nanci Lien presented an overview of the 2022 Operating Budget process, the calendar, and Finance Committee's recommendations for Council and Community input on the process.

**The discussion was completed.**

#### **6.C [21-0301](#) Approval of a Resolution Authorizing a Development Agreement Between the City of Olympia and West Bay Development Group, LLC, for Property Located at 1210 West Bay Drive NE**

Planning & Engineering Manager Tim Smith presented an overview of the proposed project development agreement and timeline for the West Bay Yards project. He also shared a proposal from the developer, West Bay Development Group, LLC, to give a one time payment of \$250,000 to the City of Olympia Home Fund.

Councilmembers asked clarifying questions and each shared their feedback and

perspectives on the project and agreement.

**Councilmember Cooper moved, seconded by Councilmember Rollins, to approve a resolution authorizing a development agreement between the City of Olympia and West Bay Development Group, LLC, for property located at 1210 West Bay Drive NE as amended.**

**Aye:** 6 - Mayor Selby, Councilmember Cooper, Councilmember Huýnh, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

**Nay:** 1 - Mayor Pro Tem Gilman

## **7. CONTINUED PUBLIC COMMENT**

## **8. REPORTS AND REFERRALS**

### **8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**

Councilmembers reported on meetings and events attended.

Councilmember Cooper discussed the referral regarding an Ordinance related to hazard pay for grocery workers. The ordinance will come forward for consideration on the April 13 City Council agenda.

### **8.B CITY MANAGER'S REPORT AND REFERRALS**

City Manager Burney had no reports.

## **9. ADJOURNMENT**

The meeting adjourned at 8:00 p.m.





## City Council

### Approval of 2021 Advisory Committee Work Plans

**Agenda Date:** 4/13/2021  
**Agenda Item Number:** 4.B  
**File Number:** 21-0367

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

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#### Title

Approval of 2021 Advisory Committee Work Plans

#### Recommended Action

##### Committee Recommendation:

General Government Committee recommends approval of the 2021 advisory committees and commissions work plans as submitted, with the understanding that priorities may change during the year and activities/timelines are dependent on available staff and committee time and resources.

##### City Manager Recommendation:

Move to approve the 2021 advisory committee and commission work plans as recommended by the General Government Committee.

#### Report

##### Issue:

Whether to approve the recommended advisory committee work plans.

##### Staff Contact:

Kellie Purce Braseth, Strategic Communications Director, 360.753.8361

##### Presenter(s):

None - Consent Calendar Item.

#### Background and Analysis:

Annually, most Council-appointed advisory boards and commissions prepare a work plan for Council review and approval. Past Councils have agreed that the Lodging Tax Advisory Committee only needs to submit work plans if they propose activities that are different from their routine annual work.

In Spring 2020, the General Government Committee discussed the work of the Advisory Committees in light of the COVID-19 pandemic and the enormous impact it is having and will have on our community and the work of the City going forward. General Government requested that the Advisory Committees reorganize their work plans on a three-tiered approach focused on the impact of coronavirus.

At the General Government Committee's December 3, 2020, meeting, the Committee asked the Advisory Committees to organize their work plans around three tiers, still considering the impact of COVID-19, and also with an equity lense. As follows:

**TIER ONE:** Any new items that relate to the COVID-19 emergency.

**TIER TWO:** Any things currently on the work plan that support the City's recovery from the emergency.

**TIER THREE:** What items are critical to advancing Council priorities, particularly around social justice, and equity.

General Government Committee members reviewed the plans and met with advisory committee chairs on March 24, 2021.

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

N/A

**Options:**

1. Approve the plans as recommended.
2. Approve the plans with Council amendments.
3. Do not approve the plans and send back to the respective committee/commission for revisions indicated.

**Financial Impact:**

If applicable, listed on individual plans.

**Attachments:**

2021 Arts Commission Work Plan  
2021 Arts Municipal Art Plan  
2021 Bicycle and Pedestrian Advisory Committee Work Plan  
2021 Design Review Board Work Plan  
2021Heritage Commission Work Plan Cover Letter  
2021 Heritage Commission Work Plan  
2021 PBIA Work Plan  
2021 Planning Commission Work Plan Cover Letter  
2021 Planning Commission Work Plan  
2021 Parks & Recreation Advisory Committee Work Plan  
2021 Utility Advisory Committee Work Plan

# ARTS COMMISSION - 2021 Work Plan

*During 2021, the Arts Commission will hold full meetings on the second Thursday of each month. In addition to full committee meetings, project-specific subcommittees may meet the hour before each Commission meeting.*

## Section 1 - 2021 Policy and Program Recommendations to City Council

Consistent with past practice, committee recommendations are forwarded to the General Government Committee and/or full Council as part of the report for relevant Council agenda items, as an attached memo authored by the Chair or committee and/or an oral report by the Chair at a Council meeting. Staff estimates that there is sufficient professional and administrative staff time to accomplish the policy recommendation staff support to the committee in 2021. ***Professional staff liaison for the Arts Commission is Stephanie Johnson.***

Estimated Percent of Overall Committee Effort: 24%

Tiers:

1. Any new items that relate to the COVID-19 emergency
2. Any things currently on the work plan that support the City's recovery from the emergency.
3. Any items critical to advancing Council priorities, particularly around social justice and equity.

Title Description	Committee Lead & Commitment	Staff Commitment	Schedule	Budget Implications	Response Tier
	<i>Committee hours, not individuals.</i>	<i>Hours reflect working with the committee, not total project staff time.</i>	<i>Estimated completion.</i>		
<b>1.1 2021 Municipal Art Plan to City Council</b>  <b>Description:</b> As part of the 2021 Work Plan process, recommend plan for 2021 \$1 per capita funds and any potential capital projects where 1% funds might apply. <b>Deliverable:</b> Recommend 2021 Municipal Art Plan to City Council, along with 2021 Work Plan.	3 hours	3 hours	March	Municipal Art Fund	Tier 2, 3

<b>1.2 Commission Retreat/Work Session</b>  <b>Description:</b> Spring retreat to welcome new members, and fall retreat for work plan review and development. <b>Deliverable:</b> Complete the retreats	8 hours	8 hours	May/October	None	Tier 3
<b>1.3 Support the Downtown Strategy</b>  <b>Description:</b> Support efforts to include arts and artists in the downtown strategy area. <b>Deliverable:</b> Facilitate communication with the art community, local business, and the City.	4 hours	4 hours	Ongoing	None	Tier 2
<b>1.4 City Artist-in-Residence program</b>  <b>Description:</b> In partnership with the City's Homeless Response efforts, work with City-supported shelters to invite an Artist-In Residence to provide art education to one location for a period of up to 6 months. <b>Deliverable:</b> Increased participation in the arts.	4 hours	4 hours	TBD	Municipal Art Fund - \$2,250	Tier 3
<b>1.5 Parks Plan</b> <b>Description:</b> Meet with City staff to review initial input from public meetings and survey and again to review the initial Park Plan draft. <b>Deliverable:</b> Advise to City staff	2 hours	2 hours	May and September	TBD	Tier 3

## SECTION 2.

### 2021 Arts Program Support

Arts Commission members provide valuable volunteer assistance to accomplish the City's annual arts program. Also, as programs are implemented and administrative procedures developed, staff often consults with Commissioners for their input and perspective. Input from the Commission is considered by staff in implementing the program or policy.

Unless noted under "Budget Implications," there is sufficient staff time/resource available in 2021 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 60%

<i>Title Description</i>	<b>Committee Lead and Commitment</b>	<b>Staff Commitment</b>	<b>Schedule</b>	<b>Budget Implications</b>	<b>Response Tier</b>
	<i>Committee hours, not individuals.</i>	<i>Hours reflect working with the committee, not total project staff time.</i>	<i>Estimated completion.</i>		
<b>2.1 Arts Walk Spring and Fall 2021</b>  <b>Description:</b> Provide ongoing input on policies, procedures, and marketing. <b>Deliverable:</b> Program engages artists and community.	2 hours	2 hours	April and October	None	Tier 2
<b>2.2 Pop-Up Parks Performances</b>  <b>Description:</b> Organize small music performances in City Parks working with current COVID restrictions. <b>Deliverable:</b> Support and participate in program implementation.	7 hours	7 hours	TBD	Municipal Art Fund - \$3,000	Tier 1, 2

<b>2.3 Public Art Assessment</b>  <b>Description:</b> Based on developed process for assessing City public art, periodically review the public art collection for vandalism, cleanliness and repair. <b>Deliverable:</b> Assist staff in determining what artworks require repair, removal or conservation efforts.	2 hours	2 hours	August	Repairs from Public Art Maintenance Fund	Infrastructure
<b>2.4 Traffic Box Mural Wrap Public Art Project</b>  <b>Description:</b> Working in partnership with Public Works, 10 traffic boxes across the city will be wrapped and/or re-wrapped with artwork by local artists of all ages, printed on vinyl. Designs will be made available for online voting. <b>Deliverable</b> Project completion.	2 hours	2 hours	August	Municipal Art Fund - \$16,000	Tier 2
<b>2.5 Percival Plinth Project</b>  <b>Description:</b> Annual exhibition of sculpture on Percival Landing, as well as long-range vision for permanent installation of People's Choice purchases. <b>Deliverable:</b> Program plinths for art exhibitions.	4 hours	4 hours	June/July	Municipal Art Fund - \$27,000	Tier 2
<b>2.6 Poet Laureate</b>  <b>Description:</b> Assist as needed to support program. Recommending next Poet Laureate to Council for 2021-2022 <b>Deliverable:</b> Poet Laureate program is supported and successful.	6 hours	6 hours	Ongoing	Municipal Art Fund - \$2,250	Tier 2

<b>2.7 City Hall Rotating Exhibitions</b>  <b>Description:</b> Conduct two rotating exhibitions and concurrent presentations at City Hall. <b>Deliverable:</b> Placement of temporary art in City Hall.	6 hours	6 hours	Ongoing	Municipal Art Fund - \$1,450	Tier 2
<b>2.8 Olympia Art Crossings</b>  <b>Description:</b> In coordination with the Planning Commission, support Art Crossings project. <b>Deliverable:</b> Continued effort to complete Master Plan as approved by Council.	10 hours	10 hours	Ongoing	Municipal Art Fund - \$75,000	Tier 2, 3
<b>2.9 Grants to Arts and Culture Organizations</b>  <b>Description:</b> Continue program <b>Deliverable:</b> Provide equitable access to the arts for all Olympians.	8 hours	8 hours	December	Municipal Art Fund - \$20,000	Tier 2, 3
<b>2.10 Arts U Training: Artists at the Community Development Table</b>  <b>Description:</b> The purpose of the Artists at the Community Development Table is to train local artists and arts leaders on engaging in arts-based community development issues: <ul style="list-style-type: none"> <li>• Community + Culture + Equity</li> <li>• Artist Agency</li> <li>• Partnership and Collaboration</li> </ul>	6 hours	6 hours	May/October	None	Tier 3

<ul style="list-style-type: none"> <li>Assets and Support</li> </ul> <b>Deliverable:</b> Commissioners provided with Resource Guides and a thumb drive with video content to independently review the content at their own pace. Additionally, Arts Commissioners will arrange for a follow up guided discussion at each annual retreat session, facilitated by arts staff.					
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## SECTION 3.

### 2021 ARCH Support

The Olympia Arts Commission works to support the City's efforts to strengthen the Arts, Cultures and Heritage (ARCH) components of our community.

Unless noted under "Budget Implications," there is sufficient staff time/resource available in 2021 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 16%

<i>Title Description</i>	<b>Committee Lead and Commitment</b>	<b>Staff Commitment</b>	<b>Schedule</b>	<b>Budget Implications</b>	<b>Response Tier</b>
	<i>Committee hours, not individuals.</i>	<i>Hours reflect working with the committee, not total project staff time.</i>	<i>Estimated completion.</i>		



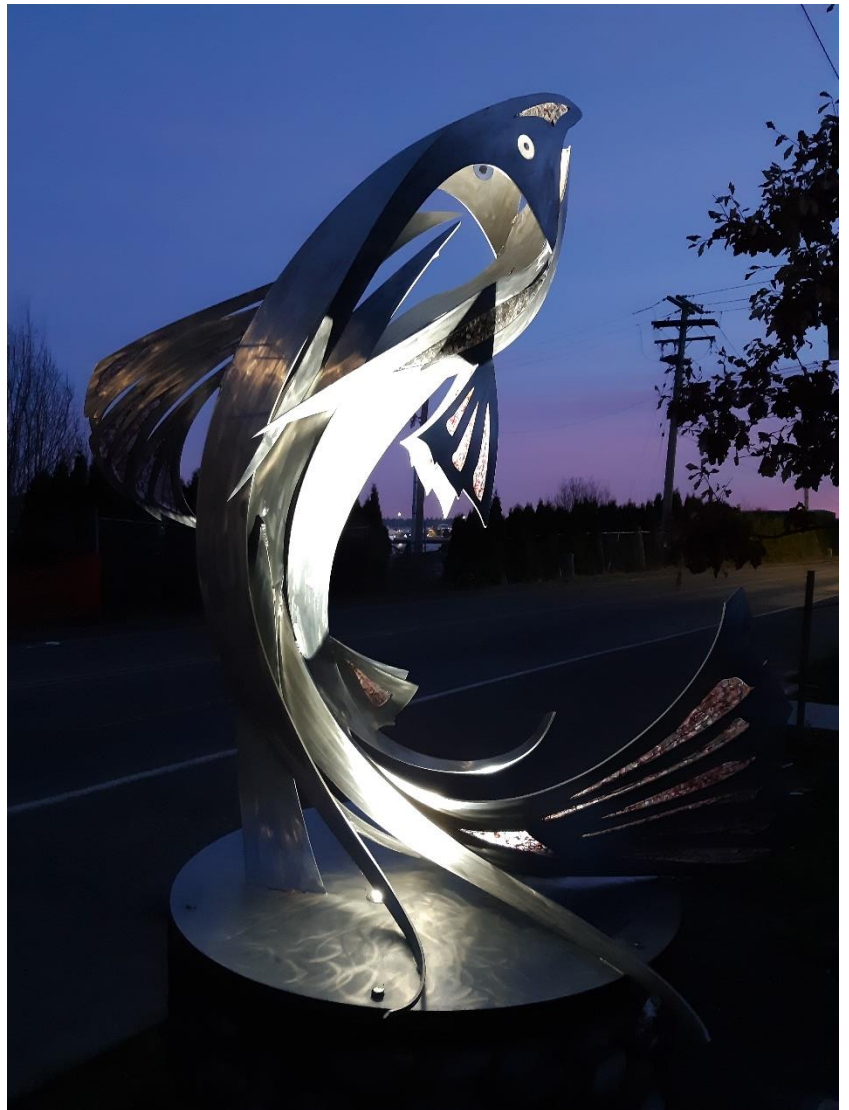
<b>3.1 Support Creative District</b>  <b>Description:</b> Support ongoing efforts regarding development of Olympia's Creative District. <b>Deliverable:</b> Provide feedback and assistance as required.	2 hours	2 hours	Ongoing	None	Tier 2
<b>3.2 Armory: Creative Campus</b>  <b>Description:</b> Support City efforts to explore purchase of Armory Building on Eastside St., and other efforts as needed. <b>Deliverable:</b> Provide feedback and assistance as required.	4 hours	4 hours	Ongoing	TBD	Tier 1, 2, 3
<b>3.3 ARCH and Equity Speaker Series</b>  <b>Description:</b> Work cooperatively with the OHC to provide speaker series on ARCH related topics. <b>Deliverable:</b> Speaker Series	8 hours	8 hours	TBD	ARCH Fund - \$2,500	Tier 3



# A Five-Year Municipal Art Plan for the City of Olympia

## Introduction: Mission and Goals of the Olympia Arts Commission

1. The Municipal Art Plan: What and Why
2. Planning for Public Art
3. Project List for 2021
4. Planning Context
5. Other Activities
6. Summary Spreadsheet



**Guardian: Fighter**, by Lin McJunkin and Milo White. West Bay Art Crossing, 2020

# **The mission of the Olympia Arts Commission is to help enrich the lives of the people of the region by making visual, performing and literary arts vital elements in the life of our community.**

The Commission's purpose is to promote and encourage public programs that further development, public awareness, and interest in fine and performing arts and cultural heritage, and to advise City Council in connection with these. The Olympia Arts Commission (OAC) was created to provide expertise regarding the visual and performing arts and cultural heritage, and to reach out within and beyond the community to expand artistic and cultural programs and services for the citizens of Olympia. (Olympia Municipal Code (OMC) 2.100.100, 2.100.110)

Supported by City staff, the OAC pursues this mission through a public art program that includes programming and events, services, outreach, education and networking, and the purchase, placement and maintenance of works of art in the community.

## **1. Municipal Art Plan (MAP): What and Why**

The MAP is the annual budget and spending plan for the Municipal Art Fund, and it provides direction and accountability for the use of public resources in support of the arts.

City Ordinance calls for the OAC to "prepare and recommend to the City Council for approval a plan and guidelines to carry out the City's art program," (OMC 2.100.140) and notes that a municipal arts plan should prescribe the projects to be funded from the municipal arts fund. "*Municipal Arts Plan* means a plan outlining the City expenditures of designated funds for public art projects for a one-year period." (OMC 2.100.160)

Olympia's public art programs and purchases are funded through two sources: a \$1 per capita allocation from the City's General Fund that was initiated in 1990, and a 1% for Art set-aside for City construction projects over \$500,000 in value. Funds from these sources are deposited in a Municipal Arts Fund (MAF). The MAP establishes budgets for new public art projects undertaken by the City, whether in conjunction with new capital projects or independent of them. Projects range from small (less than \$15k) to major (over \$50k) installations involving design teams, and may include visual, literary and performing arts.

## **2. Planning for Public Art**

The OAC develops an Annual Work Plan that details program initiatives and activities of the City's art program to promote the work of local artists and the arts within our community, and for the purchase of public art (including paid performances) to enhance and enliven the community. These public art investments are the focus of the MAP.

To develop funding projections for the MAP and budgets for individual projects, City staff reviews the Capital Facility Plan to identify projects that trigger the 1% for Art set-aside. These projects and their locations, impacts, and estimated public art budgets are reviewed and considered by Arts Commission. The Commission generates a complete project list that includes planned capital-funded purchases as well as other projects identified in the

Commission's Annual Work Plan. This project list forms the core of the Municipal Art Plan, which the Commission then recommends to City Council for approval.

In developing plans for public art projects, a number of conditions and values are considered to determine the best use of available resources for the benefit of the arts and the community. As a starting point, capital project-generated funds are considered for art projects at or near the site of the construction to enhance the public improvement, or to mitigate for the impact of the improvements.

The funding for art generated by small capital projects is often too small to be very effective. In these cases, funds from multiple projects may be combined, or \$1 per capita funds added when available, to create a viable public art project budget. Balancing opportunities for multiple small projects versus fewer, more significant projects is an important planning consideration. Combining funds can bring a significant installation of public art to a capital improvement project that is too small to generate funds on its own, but which may be desirable because of location or community access. In selecting projects, programs and works of art, the OAC will consider how proposals accomplish the following:

- **Contribute to broad distribution of public art throughout Olympia.**  
Commissioners will consider the relative representation of art among City neighborhoods, and seek to distribute public art broadly throughout the community.
- **Provide for diverse forms of art within the public collection.**  
A wide range of style, media, subjects and viewpoints will offer perspective and interest for everyone.
- **Bring new ideas, innovation, or thinking to the community.** Encourage community conversation with focus on broader art experiences and culture and heritage focus.
- **Achieve a balanced City collection that includes a strong local base but also has regional and national reach.**
- **Ensure artwork is maintainable and safe.**
- **Ensure artwork is well-suited to chosen site or venue.**

### 3. Project List for 2021

The following slate of projects is diverse in arts disciplines and are located throughout Olympia. These investments in the arts support current and future endeavors, care for the collection we have and offer opportunity for local and regional artists, from youth through professional, to benefit the community and shared built environment. Together, this slate of initiatives will contribute to the creative and cultural arts in Olympia in the following ways:

- Expanding a diversity of the arts deeper into our neighborhoods and beyond the downtown core,
- Investing in the future of the arts and artists in our community, and showcasing their talent,
- Continuing with successful programs that are embraced by the community.

Traffic Box Wraps - \$16,000 – Up to 10 utility boxes in Olympia will be wrapped with artwork by local artists of all ages and printed on vinyl, both to replace failing wraps and wrap new boxes. As vinyl is expected to last up to 3 years, wraps may be replaced in following years, depending on project evaluation. This project is intended to provide opportunities for youth and emerging artists.

Pop-Up Performances in Parks - \$3,000 – Up to seven small music performances in City Parks over the summer, in accordance with current COVID requirements.

Percival Plinth Project – \$27,000 – This ongoing project hosts loaned sculpture (up to 17) for an exhibition of one year along Percival Landing. During the month of July, the public is invited to vote for the sculpture they wish for the City to purchase.

Olympia Art Crossings - \$75,000 – Sited at key "gateway" locations surrounding the downtown, creative works of art that reflect Olympia's neighborhoods and community, and mark passage between downtown and our neighborhoods. The Eastside St location is currently in fabrication, with installation expected fall 2021, with the Martin Way/Pacific location getting started with artist selection.

City Hall Rotating Exhibit Support - \$1,450 – Host rotating exhibits of visual art and cultural artifacts for public interest and enjoyment, inside City Hall. Exhibits will be supported by concurrent presentations open to the public.

Poet Laureate - \$2,250 – Biennial Poet Laureate program, to promote poetry as an art form, expand access to the literary arts, connect the community to poetry, and promote poetry as a community voice that contributes to a sense of place. Funds cover an annual honoraria and small fund for materials and supplies.

Arts and Culture Organizations Granting Program - \$38,451 (\$20,000 + \$18,451 from contracts in 2020, extended due to COVID) – The Arts Commission will continue with Grants to Arts & Culture Organizations, to provide equitable access to the arts for all Olympians. The program goal is to expand citizen involvement with the arts, engage underserved populations, and promote the interests of the broader Olympia community.

Artist-In-Residence Program – \$2,250 - In partnership with the City's Homeless Response efforts, work with City-supported shelters to invite an Artist-In Residence to provide art education to one location for a period of up to 6 months.

#### **4. Planning Context**

Beginning in 2015 the OAC adopted a five-year budget planning horizon to allow a longer look ahead, facilitating planning for prospective capital projects that will be phased over several years, and for ongoing costs associated with others.

Taken together with the efforts described in the 2021 Work Plan, this 2021 budget and MAP reflect a continuing effort to build supportive social and practical infrastructure for the arts and artists in Olympia, supporting the creative energy that the arts bring to our community. The organizational underpinnings to elevate art, culture and history (ARCH) in Olympia have resulted in the certification of Olympia's Creative District, and the potential of the Armory: Creative Campus. The first Olympia Arts Crossing is completed, the second launched, and the third in the planning stages. Three of the eight planned Gateway installations are funded in the existing MAF, and Arts staff applied for a federal matching grant in 2020, to be announced April 2021.

The balance of 2021 projects reflect this Commission's goal to continue with programs that have shown strong popular support and public engagement, including Arts Walk, the Plinth Project, and Traffic Box Wraps, Grants to Arts & Culture Organizations, and the Poet Laureate program.

## 5. Other Activities

Maintenance and conservation efforts are necessary to preserve the integrity of the City's collection for the benefit of the community. Funding for conservation and maintenance is provided from interest drawn on the MAF. In addition, the Arts Commission proposes to change the ordinance in 2021, to allow for 10% of the \$1 per Capita funds to be set aside additionally for maintenance. Commissioners visit each piece in the collection on an annual basis, both to get to know the collection and to flag issues for staff review. Interest earned on the MAF will continue to provide a fund source for needed treatment and conservation care. 2017 was the first year to engage a .25 parks seasonal staff person for annual public art cleaning/maintenance. Seasonal staffing was suspended in 2020 due to budget constraints, and has been reinstated for 2021.

## 6. Budget Summary & 5-Year Prospective (for Planning Purposes)

<b>FIVE YEAR MUNICIPAL ART PLAN</b>						
	<b>2020 Actual</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Projected Revenue</b>						
Available balance	394,628	341,246	230,539	120,239	84,939	49,639
\$1 per capita - 10% to maintenance	53,034	46,800	46,800	46,800	46,800	46,800
Capital projects 1% for art (received)		10,894				
<b>Revenue Total</b>	<b>447,662</b>	<b>398,940</b>	<b>277,339</b>	<b>167,039</b>	<b>131,739</b>	<b>96,439</b>
<b>Projects</b>						
Traffic Box Wrap	16,566	16,000	16,000	16,000	16,000	16,000
Parks Pop-Up Performance		3,000	3,000	3,000	3,000	3,000
Percival Plinth Project	22,600	27,000	33,000	33,000	33,000	33,000
Olympia Art Crossings	63,500	75,000	75,000			
City Hall Rotating Exhibition		1,450	1,100	1,100	1,100	1,100
Arts Walk cover purchase	1,500		1,500	1,500	1,500	1,500
Poet Laureate	1,750	2,250	2,250	2,250	2,250	2,250
Grants to Arts and Culture Organizations		38,451	20,000	20,000	20,000	20,000
Artist in Residence		2,250	2,250	2,250	2,250	2,250
Pop-Up Performances		2,500	2,500	2,500	2,500	2,500
Insurance	500	500	500	500	500	500
<b>Expense Totals</b>	<b>106,416</b>	<b>168,401</b>	<b>157,100</b>	<b>82,100</b>	<b>82,100</b>	<b>82,100</b>
<b>Remaining Balance</b>	<b>341,246</b>	<b>230,539</b>	<b>120,239</b>	<b>84,939</b>	<b>49,639</b>	<b>14,339</b>

## DRAFT Bicycle and Pedestrian Advisory Committee (BPAC) 2021 Work Plan April 2021 - March 2022 Work Plan

*The BPAC will hold six full committee meetings in 2021. In addition to the full committee meetings, subcommittee meetings and special meetings will continue to be held as needed.*

### Section 1. 2021 Policy Issues - Recommendations to City Council

Consistent with past practice, committee recommendations are forwarded to the full Council as part of the report for the relevant Council agenda items, often as an attached memo authored by the Chair or committee and/or an oral report by the Chair at a Council meeting. Unless otherwise noted, staff estimates that there is sufficient professional and administrative staff time to accomplish the Section #1 in 2021-22.

Professional staff liaison to BPAC is Michelle Swanson.

Estimated Percent of Overall Committee Effort: 50%

Title Description	Committee Lead and Commitment  <i>Committee hours, not individuals.</i>	Staff Commitment  <i>Hours reflect working with the committee, not total project staff time.</i>	Schedule  <i>Estimated timeline from start to finish.</i>	Budget Implications
<b>1.a. Capital Facilities Plan annual review:</b> Review bicycle- and pedestrian-related CFP programs and priorities.  <b>Deliverable:</b> Recommendation to City Council	Full committee: 2-3 hours	Transportation staff: 3-4 hours	July - September	Budget implications identified during development of the Capital Facilities Plan
<b>1.b. Emerging policy issues:</b> As appropriate, discuss and make recommendations about emerging policy issues for bicycle and pedestrian transportation.  <b>Deliverable:</b> Recommendation to City Council	Full committee: 1-2 hours	Transportation staff: 2-4 hours	Ongoing	None anticipated
<b>1.c. New member applications:</b> Review applications for BPAC vacancies and make recommendations.  <b>Deliverable:</b> Recommendation to the General Government Committee	Full committee: 1-2 hours	Transportation staff: 2-4 hours	January - March	None anticipated

<b>1.d. Special projects and studies:</b> As necessary, provide recommendations on studies and special projects as directed by Council in the scope of work for the project or study.  <b>Deliverable:</b> Recommendations to City Council as identified in project/study scope	Full committee: 1-2 hours depending on projects	Transportation staff: 2-4 hours depending on projects	Ongoing	Budget implications addressed through larger project scope
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## SECTION 2.

### 2021 Program Implementation and/or Input to Staff

As programs are implemented and administrative procedures developed, staff often consults with committees for their input and perspective. Input from the committee is considered by staff in implementing the program or policy. This work is secondary to the primary committee purpose of policy recommendation advice to the City Council.

Unless noted under “Budget Implications,” there is sufficient staff time/resource available in 2021 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 50%

Title Description	Committee Lead and Commitment	Staff Commitment	Schedule	Budget Implications
<b>2.a. Bike network prioritization:</b> Participate in developing prioritization method for low-stress bike network.  <b>Deliverable:</b> Comments to City staff	Full committee: 2-4 hours	Transportation staff: 4-6 hours	July - March	Will be addressed when projects are added to the <i>Capital Facilities Plan</i>
<b>2.b. Capitol Campus Travel Demand Management Project:</b> Briefing from Thurston Regional Planning Council staff on a project to promote telework and flex schedules on the Capitol Campus.  <b>Deliverable:</b> Comments to TRPC staff	Full committee: 1-2 hours	Transportation staff: 1-2 hours	July - March	None anticipated



<b>2.c. Climate mitigation:</b> Briefing from City staff on work the City is doing to continue the efforts outlined in the Thurston Climate Mitigation Plan.  <b>Deliverable:</b> Comments to City staff	Full committee: 1-2 hours	Climate program staff: 2-4 hours  Transportation staff: 1-2 hours	April - March	None anticipated
<b>2.d. Engineering Design and Development Standards (EDDS):</b> As appropriate, review and comment on revisions to the EDDS.  <b>Deliverable:</b> Comment to staff and/or recommendation to City Council.	Full committee: 1-2 hours	Transportation staff: 2-4 hours	June - December	None anticipated
<b>2.e. Project, plans, &amp; study review:</b> As appropriate, provide feedback or make recommendations on City bicycle- and pedestrian-related projects, plans, and studies.  <b>Deliverable:</b> Comments to staff and/or recommendation to City Council.	Full committee: 1-2 hours	Transportation staff: 2-4 hours	Ongoing	None anticipated

# Olympia Design Review Board (DRB) – 2020 Work Plan\_COVID19

*In the 20-21 cycle (April 2020 – March 2021) the Olympia Design Review Board (DRB) will hold 23 regular meetings, on the second and fourth Thursday of each month except for the November 2020 meeting, which will fall on the first and third Thursday of the month, and the December 2020 meeting, which will be held the first Thursday only. Subcommittee meetings and special meetings will be scheduled as needed.*

**Professional Staff Liaison to the Design Review Board:** Catherine McCoy, Associate Planner :: 360.570.3776 :: [cmccoy@ci.olympia.wa.us](mailto:cmccoy@ci.olympia.wa.us)

Section 1:					
Estimated Percent of Overall Design Review Board Effort: 0-100%					
Title, Description, Deliverables	Tier	Board Lead & Commitment	Staff Commitment	Schedule	Budget Implications
<b>A. Design Review of Development Proposals</b> <ul style="list-style-type: none"> <li>Review project proposals as scheduled and determined by development project proposals, through the Community Planning and Development Department.</li> </ul>	2	DRB: Ongoing	CP&D Staff: Ongoing	January – December	Included in base budget
<b>B. Identify Problematic Code Language</b> <p>Proposed Work:</p> <ul style="list-style-type: none"> <li>As needed and on-going, the Chair shall maintain a list of “code fixes”; language, or other, that proves ambiguous, misleading, or needs further interpretation or rewrite.</li> </ul> <p>Deliverable(s): List of Problematic Code Language to present to CPD Staff for possible consideration in future amendments to the Code, and for Board discussion in regular meetings.</p>	2	DRB: Ongoing	CP&D Staff: 1 hr.	January – December	Included in base budget

## Olympia Design Review Board (DRB) – 2020 Work Plan\_COVID19

<b>C. Annual Retreat</b>  Proposed Work: <ul style="list-style-type: none"> <li>Staff and Board will work together to determine an agenda of items for discussion at the retreat.</li> </ul> Deliverable(s): Successful and productive retreat with full attendance	2	10-15 hrs. of Board prep + 4 hrs. at the retreat	20-25 hrs.	Last meeting in December	TBD by Staff
<b>D. Study Sessions</b>  Proposed Work: <ul style="list-style-type: none"> <li>Board identifies areas where training is needed</li> <li>Staff finds opportunities to schedule and learn from presenters on those topics.</li> </ul> Deliverable(s): Full Board engages in study sessions during regular meeting times with no scheduled projects; to study elements of the Code, particular architectural topics, etc. Includes annual Open Meetings Act training.	2	Full Board: 2 mtgs, 2 hrs. each; OPMA & PRA training 1 hr.	2-4 hrs.	As needed; OPMA/PRA every 3 yrs.	Included in base budget
<b>Section 2:</b>  Estimated Percent of Overall Design Review Board Effort: <b>0-100%</b>					
<b>Presubmittal Brochure for Applicants</b>  Proposed Work: <ul style="list-style-type: none"> <li>Board meets to scope the brochure content</li> <li>Board volunteers outline and write content to present to CPD &amp; Communications staff for review and feedback.</li> </ul>	2	Full Board 3-5 hrs., plus 10 hrs. research and writing	10-15 hrs. staff plus communications team	July 1 – Sep 30	Included in base budget

## Olympia Design Review Board (DRB) – 2020 Work Plan\_COVID19

Deliverable(s): Printed and electronic version of a presubmittal brochure outlining design review processes and expectations for project applicants.					
<b>Awards of Merit</b>  Proposed Work: <ul style="list-style-type: none"> <li>One or more Board members photograph completed and occupied projects</li> <li>Staff assembles a review for Board</li> <li>Board reviews and votes</li> <li>Board members create an award and present the award(s) to recipients at City Council recognition meeting</li> </ul> Deliverable(s): Award Presentation at City Council, and possible additional exposure in an outreach campaign.	2	Full Board 2 hrs., plus 2 hrs. Board research	5 hrs.	At Board discretion. The process begins Oct 1, wraps up on Nov 30, and is presented at annual CC recognition meeting.	Included in base budget
<b>Design Featurettes</b>  Proposed Work: <ul style="list-style-type: none"> <li>Individual Board members research and write short narratives (3 - 5 paragraphs) on design topics and identify graphics to illustrate themes and concept.</li> <li>Present to the Board for approval.</li> </ul> Deliverable(s): Completed and edited design featurettes to post online, present in CPD lobby on easels and/or on monitor, possible other uses.	2	4 per year, 2 hrs. each for individual Board members; 4 hrs. full Board review	4 hrs.	Quarterly	Included in base budget

March 2, 2021

TO: General Government Committee

FROM: Olympia Heritage Commission  
Holly Davies, Chair  
Garner Miller, Vice-Chair

RE: 2021 Work Plan

The Olympia Heritage Commission (OHC) offers the attached annual workplan, updated to align with City Council priorities including pandemic recovery, and social justice and racial equity.

Two essential strategies of the last year will continue to support implementation of our workplan:

- Online presence and programming.
- Partnerships. We will coordinate with local organizations to support and share Olympia's heritage, including: Olympia Downtown Association, Olympia Historical Society/Bigelow House Museum, Olympia Arts & Heritage Alliance, Thurston Historic Commission, Maritime Heritage interests, and the Olympia Arts Commission.

**While the Commission's primary objectives are established by OMC, the following new workplan items reflect Council priorities in 2021:**

- Continued emphasis on online history information, activities, and technical help for historic building owners, and to promote historic downtown. These efforts respond to the isolation-imposed focus on everything local—including our homes, neighborhoods, and local history:
  - Expand on the heritage information in the Wander Our Waterfront story page.
  - Deepen the Preservation How-To resources and links on CityHP Website.
  - Research and develop online content about local businesses in historic buildings.
- Work with downtown historic building owners to encourage new listings on the Olympia Heritage Register, and make progress toward expanding and increasing socio-economic diversity of the downtown historic district.
- Fully support acquisition and adaptive re-use of the Olympia Armory as a Creative Campus, to support equity and community economic and social stability through greater public access to opportunities in the arts, cultures, and heritage. Armory listing on the local register will come to City Council for approval in spring 2021.
- Promote measures that support adaptive reuse of downtown and commercial structures, keeping existing housing stock strong through historic preservation policy, and sensitive infill policies that preserve historic neighborhoods and buildings.

- Partner with the Olympia Arts Commission in hosting a 2021 speaker series, *“ArCH and Equity”* that we hope will incite thoughtful conversation among our arts and heritage communities about the way that minority voices and experiences are (and are not) represented in our history, culture, and arts; and explore how we can authentically support equity, diversity, and inclusiveness.
- Working with partner organizations, work to share overlooked local history of minorities in our community:
  - Installation of Tribal Acknowledgement at Percival Landing
  - Installation of interpretive sign sharing history of the Howard family of East Bay.

# Olympia Heritage Commission (OHC) – 2021 Work Plan

*In the 21-22 cycle (April 2021 – March 2022) the Olympia Heritage Commission (OHC) proposes to hold 10 regular meetings, on the fourth Wednesday of each month excepting the December meeting which will be on the 16<sup>th</sup>. The commission will not meet in July or November. Subcommittee meetings and special meetings will be scheduled as needed. Hours of commitment to work plan items are estimates only.*

Professional Staff Liaison to the Heritage Commission: Marygrace Goddu

## Section 1: Policy and Program Recommendations to City Council

OHC recommendations are forwarded to the full Council as part of the staff report for relevant Council agenda items.

Estimated Percent of Overall Commission Effort: 50%

Title, Description, Deliverables	Committee Lead & Commitment	Staff Commitment	Schedule	Budget Implications
<p><b>1.a. Promote &amp; Oversee Olympia Heritage Register</b></p> <p><b>Proposed Work:</b> Promote and provide guidance on Olympia Heritage Register listing; review applications and conduct public hearings on proposed additions.</p> <p>Begin implementation of long-term plan for pursuing expanded or new historic districts. Develop strategy and schedule for utilizing grant opportunities to support this effort.</p> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• <i>Project work plan for Governor Stevens Historic District Listing</i></li> <li>• <i>Apply for grant funding for consultant work on Gov Stevens District</i></li> <li>• <i>Promote individual listings of significant properties, especially surrounding the DT Historic District.</i></li> <li>• <i>Schedule and strategy for seeking Grant opportunities</i></li> </ul>	<p>Survey &amp; Designation: 40 hrs</p> <p>HRC: 8 hrs</p> <p>Outreach: 8 hrs</p> <p><i>OMC 18.12..055.A.3 and .13</i></p>	<p>CPD Staff: 80 hrs</p>	<p>Grant-cycle and funding will drive schedule for pursuing district listing.</p> <p>Ongoing effort for individual listings.</p>	<p>Individual Listings: included in base budget; Fabrication and installation of property markers not earmarked in CPD budget.</p> <p>Historic District: Grants may require city matching funds. TBD.</p>

# Olympia Heritage Commission (OHC) – 2021 Work Plan

Title, Description, Deliverables	Committee Lead & Commitment	Staff Commitment	Schedule	Budget Implications
<b>1.b. Recommend Revisions to Heritage-Related City Code</b>  <b>Proposed Work:</b> Review existing City ordinances and municipal code for consistency with State and Federal law, and for clarity, consistency, and process improvement. Identify potential code improvements, review and make recommendations.  <b>Deliverables:</b> <ul style="list-style-type: none"> <li><i>Recommend code amendments to ensure due process when properties designated for National Register are added to Local Register.</i></li> <li><i>Evaluate possible gaps relative to review of City projects (including acquisitions) for potential impacts to historic and cultural resources.</i></li> </ul>	OHC: 4 hours  Policy & Ordinance: 16 hours  Olympia Planning Commission: 4 hours  <i>OMC 18.12.055 (6) and (7)</i>	CPD Staff: 80 hours  Legal Staff: 10 hours	January – December	Included in base budget
<b>1.c. Evaluate Special Tax Valuation Applications</b>  <b>Proposed Work:</b> Review applications submitted to the City of Olympia via the Thurston County Assessor; make recommendation to City Council for approval or denial of application; monitor properties currently on the program.  <b>Deliverable:</b> <ul style="list-style-type: none"> <li><i>Recommendations to City Council; ongoing monitoring</i></li> </ul>	OHC: Review at regular OHC meeting  HRC: 4 - 6 hours  <i>OMC 18.12.055.A.5</i>	CPD Staff: 40 hours  Legal Staff: 10-20 hours	As needed, 1 to 3 per year typ., October-December	Included in base budget
<b>1.d. Recognize local excellence in historic preservation and heritage education.</b>  <b>Proposed Work:</b> Nominate recipient(s) for recognition to be presented by City Council.  <b>Deliverables:</b> <ul style="list-style-type: none"> <li><i>Recommendation to City Council; Preservation Award &amp; Certificate(s) for presentation by City Council.</i></li> </ul>	OHC: 4 hours  Outreach: 4 hrs  <i>OMC 18.12.055.A.10</i>	CPD Staff: 10 hours  Communications Staff: 8 hours	March - May	Included in base budget



## Olympia Heritage Commission (OHC) – 2021 Work Plan

Title, Description, Deliverables	Committee Lead & Commitment	Staff Commitment	Schedule	Budget Implications
<p><b>1.e. Heritage Commission Planning and Development</b></p> <p><b>Proposed Work:</b> Engage in long-term commission planning and development training; conduct annual retreat, cultivate and recruit new commissioners, and work with the General Government Committee.</p> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• <i>Five-year Goals</i></li> <li>• <i>Annual Retreat</i></li> <li>• <i>Development training</i></li> <li>• <i>Annual Work plan and proposed costs, future budget proposal</i></li> </ul>	OHC: 8 hrs	CPD Staff: 15 - 20hrs	Retreat in October; Training in June or TBD; all else ongoing.	Seek grant funds for commission development training; may require City match.

# Olympia Heritage Commission (OHC) – 2021 Work Plan

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# Olympia Heritage Commission (OHC) – 2021 Work Plan

## Section 2: Policy and Program Recommendations to City Staff

OHC recommendations are forwarded to City staff to guide regulatory decisions on land use and building permits as well as other planning efforts.

Estimated Percent of Overall Commission Effort: 26%

Title, Description, Deliverables	Committee Lead & Commitment	Staff Commitment	Schedule	Budget Implications
<p><b>2.a. Conduct Heritage Review of applications for building permit and land use, for individually registered, historic district, and culturally sensitive properties.</b></p> <p><b>Proposed Work:</b> Review and provide timely recommendations on building permit applications for Register-listed and District-listed properties; conduct pre-submission guidance meetings with potential applicants, and review and consult on cultural resources protection as needed.</p> <p>Work with Design Review Board members on joint committee to review land use applications to Register and historic district properties located within Design Review Districts.</p> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• <i>Recommendations to Building Official</i></li> <li>• <i>Recommendations to Community Planning &amp; Development Director or Hearing Examiner</i></li> </ul>	<p>HRC: 12 - 15 hrs</p> <p>OMC 18.12.055.A.6;</p>	<p>CPD Staff: 80 hrs</p>	<p>January – December, 10 – 15 HRC review meetings per year</p>	<p>Included in base budget</p>

## Olympia Heritage Commission (OHC) – 2021 Work Plan

Title, Description, Deliverables	Committee Lead & Commitment	Staff Commitment	Schedule	Budget Implications
<p><b>2.b. Develop public guidance for heritage review and best practices in historic preservation</b></p> <p><b>Proposed Work:</b>  <i>Develop framework and user-friendly materials to inform and guide maintenance, preservation, and rehabilitation of historic properties.</i></p> <p><b>Deliverable:</b></p> <ul style="list-style-type: none"> <li>• <i>Guidance on emergent issues such as ADU's and Short-Term Rentals</i></li> <li>• <i>Technical guidance and information available via City Website</i></li> </ul>	<p>OHC: 3 hrs</p> <p>HRC: 3 hrs</p> <p>Outreach: 5 hrs</p> <p>Policy &amp; Ordinance: 5 hrs</p> <p><i>OMC 18.12.055.A.9 and .11</i></p>	<p>CPD Staff: 20 hrs</p>	<p>Schedule: January–December, ad hoc Committee meetings</p>	<p>Included in base budget.</p>
<p><b>2.c. Review and provide historic preservation input on City planning and capital projects. Develop familiarity with regulatory and budgetary framework relevant to Olympia heritage.</b></p> <p><b>Proposed Work:</b>  Review, discuss, and provide input on City planning and public works projects, including Arts, Cultures, and Heritage (ArCH) initiative, Comprehensive Plan Annual Action Plan Update, Downtown Design Guidelines, code updates, and Capital Facilities Plan.</p> <p><b>Deliverable:</b></p> <ul style="list-style-type: none"> <li>• <i>Participate in ArCH initiative with Arts Commission.</i></li> <li>• <i>Input and guidance re preservation of historic character, for city implementation of elements of the Downtown Strategy</i></li> </ul>	<p>OHC: Review at regular OHC meetings</p> <p><i>OMC 18.12.055.A.15</i></p>	<p>CPD Staff: 20 hrs</p>	<p>As needed</p>	<p>Included in base budget.</p>

## Olympia Heritage Commission (OHC) – 2021 Work Plan

Title, Description, Deliverables	Committee Lead & Commitment	Staff Commitment	Schedule	Budget Implications
<p><b>2.d. Support Exemplary Stewardship of City-Owned Historic Properties</b></p> <p><b>Proposed Work:</b> Offer guidance on proper documentation, maintenance, and treatment of city-owned historic properties.</p> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• <i>Guidance on Historic Structure Reports, HABS documentation, and Cultural Resources surveying</i></li> <li>• <i>Input on adaptive re-use proposals</i></li> <li>• <i>Input on planned maintenance or rehabilitation treatments</i></li> </ul>	<p>Policy &amp; Ordinance: 1 hr</p> <p>HRC: 3 hrs</p> <p>Survey &amp; Designation: 3 hrs</p> <p><i>OMC 18.12.020.A – D, F, G; OMC 18.12.055.A.1, 2, 6, 15</i></p>	<p>CPD staff: 10 hrs</p>	<p>Jan - December</p>	<p>Included in base budget</p>

# Olympia Heritage Commission (OHC) – 2021 Work Plan

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# Olympia Heritage Commission (OHC) – 2021 Work Plan

## Section 3: Additional Heritage Program Activities

OHC members provide valuable volunteer assistance to help accomplish the City’s goals to protect and enhance Olympia’s historic character and sense of place. Estimated Percent of Overall Commission Effort: 24%

Title, Description, Deliverables	Committee Lead & Commitment	Staff Commitment	Schedule	Budget Implications
<p><b>3.a. Provide liaison support, communication, and collaboration with other government, private and non-profit entities to further preservation objectives including education.</b></p> <p><b>Proposed Work:</b> Organize and conduct activities to champion Olympia’s historic places and support programs that encourage equity and public participation in appreciation of the historic environment. Partner with community organizations, advisory boards, local businesses and non profits.</p> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• <i>New installations celebrating Tribal history and Black history.</i></li> <li>• <i>Olympia Heritage Month and Heritage Awards, 2021.</i></li> <li>• <i>Promote Olympia’s maritime history within the newly-designated Puget Sound National Maritime Heritage Area.</i></li> </ul>	<p>OHC: Varies</p> <p>Outreach: 15 hrs</p> <p>OMC 18.12.055.A.14</p>	<p>CPD Staff: 10 hrs</p> <p>Communications Staff: 10 hrs</p>	<p>Ongoing; ad hoc Committee meetings</p>	<p>Included in base budget</p> <p>Grant funding may be sought for larger-scale outreach efforts; grants may require City match.</p>

## Olympia Heritage Commission (OHC) – 2021 Work Plan

Title, Description, Deliverables	Committee Lead & Commitment	Staff Commitment	Schedule	Budget Implications
<p><b>3.b. Contribute to Programs and Activities to Enhance Historic Downtown Olympia</b></p> <p><b>Proposed Work:</b> Stay informed about the work of other City of Olympia citizen advisory boards, City departments, and downtown partners. Identify and take advantage of opportunities to participate in downtown planning and improvements including implementation of the Downtown Strategy; bring the information and recommendations from the Downtown reconnaissance-level survey to the table to inform and educate.</p> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• Engage with ODA to promote Main Street programs</li> <li>• Promote individual register listing for eligible downtown properties</li> <li>• Begin planning update to Downtown Historic District</li> </ul>	<p>OHC: 8 hrs</p> <p>Outreach: 10 hrs</p> <p>S&amp;D: 4 hrs</p> <p>OMC.18.12.055. A.15</p>	<p>CPD Staff: 20 hrs</p>	<p>Ongoing</p>	<p>Included in base budget</p>
<p><b>3.c. Educate property owners about the importance of rehabilitating, preserving, and maintaining their properties or objects.</b></p> <p><b>Proposed Work:</b> Provide technical guidance in care and treatment of historic assets.</p> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• Share and distribute publications and Web-based guidance</li> <li>• Workshops, “tabling” at events and forums</li> <li>• Educational outreach to local Realtors and Contractors, Neighborhood Associations</li> </ul>	<p>Outreach: 5 hrs</p> <p>OMC 18.12.055 A.1</p>	<p>CPD Staff: 10 hrs</p>	<p>Ongoing</p>	<p>Included in base budget</p>



# Olympia Heritage Commission (OHC) – 2021 Work Plan

Title, Description, Deliverables	Committee Lead & Commitment	Staff Commitment	Schedule	Budget Implications
<p><b>3.d. Celebrate Heritage Month with activities, events, and educational content to highlight Olympia’s heritage and historic built environment.</b></p> <p><b>Proposed Work:</b> Identify theme and plan activities and events for May 2021. Work with other heritage organizations to develop content and activities; host Heritage Awards event and Heritage Month activities.</p> <p><b>Deliverable:</b></p> <ul style="list-style-type: none"> <li>• <i>Heritage Month 2021</i></li> </ul>	<p>OHC: 4 hrs Outreach: 24 hrs</p>	<p>CPD Staff: 10 hrs</p>	<p>March - May</p>	<p>Included in base budget</p>
<p><b>3.e. Engage with the Arts Commission and the broader community in continued promotion of the City’s ArCH Profile.</b></p> <p><b>Proposed Work:</b> Provide a consistent OHC liaison to attend OAC meetings and events, and collaborate on activities and events.</p> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• <i>2021 ArCH and Equity Speaker Series, in collaboration with OAC.</i></li> <li>• <i>Support City acquisition and adaptive re-use of the Olympia Armory as a Creative Campus.</i></li> <li>• <i>Rotate City Hall heritage gallery with ArCH-themed content.</i></li> <li>• <i>Consistent and ongoing cross-communication with OAC</i></li> </ul>	<p>Outreach: 10 hrs</p> <p><i>OMC 18.12..020 A - D</i></p>	<p>CPD Staff: 20 hrs</p>	<p>October, 2020 and Ongoing</p>	<p>Included in base budget; some funding from Arts Commission for Arch-related work.</p>

## PBIA (Parking & Business Improvement Area) Advisory Board 2021 Work Plan

January 2021 through April 2022. The committee meets once per month. Staff liaison for PBIA is Max DeJarnatt

### SECTION 1: PBIA Initiatives (actions funded and/or implemented by the PBIA)

#### A. Communications (with members/downtown businesses)

Unless otherwise noted, there is sufficient professional and administrative staff time to accomplish the Section #1 staff commitments in 2021.

Estimated Percent of Overall Committee Effort: 18%

Title Description	Committee Commitment	Staff Commitment <i>Hours reflect working with the committee, not total project staff time.</i>	Schedule <i>(Estimated)</i>	Budget Implications
<b>1A.1 Monthly Meeting Roundtable</b>  <b>PBIA Role:</b> Time devoted at end of each PBIA meeting to discuss downtown business interests, leading to: <ul style="list-style-type: none"><li>• Quarterly short survey questions</li><li>• Identification of issues that can be addressed by existing programs</li><li>• Identification of key messages or issues that need to be reported to the City Council (quarterly at GG)</li><li>• Advice for staff about messages important to convey to Downtown businesses through ongoing communication materials (e.g., e-blasts, quarterly or bi-annual newsletters, PBIA annual report)</li></ul> <b>Deliverable/Outcome:</b> As outlined above. Connect the downtown businesses and City. Help staff communicate effectively with downtown business stakeholders.	10-20 minute discussion at each meeting	10-20 minute discussion at each meeting  + Prepare and distribute communications	Monthly	N/A

<p><b>1A.2 Survey Downtown Businesses:</b> Gauge the interests, concerns and priorities of downtown businesses (members) and get their feedback about PBIA and City efforts.</p> <p><b>PBIA Role:</b> Develop short 3-question surveys that will be sent quarterly to members online; establish a “suggestion box” – both physical and online - to constantly gather member feedback.</p> <p><b>Deliverable:</b> Survey results and other comments received will be provided to City Council through reports shared with City Council quarterly.</p>	Identify questions and discuss survey results as part of monthly roundtable	<p>Identify questions and discuss survey results as part of monthly roundtable</p> <p>+ Put survey online, notice it, prepare summary report</p> <p>+ Put up and monitor suggestion box, prepare summary</p>	Quarterly	N/A
<p><b>1A.3 Annual member meeting</b></p> <p><b>PBIA Role:</b> Host an annual meeting for PBIA members (ratepayers). This is required by the PBIA bylaws. Source inspiring speaker to generate attendance.</p> <p><b>Deliverable/Outcome:</b> Meeting to promote member relations.</p>	3 hours (1 hour to plan to event, 2 hours for event)	<p>2.5 hours (.5 hours to plan to event, 2 hours for event)</p> <p>+ Handle meeting logistics</p>	TBD	Included in \$2,000 Administration budget

## 1B. Clean & Safe

Unless otherwise noted, there is sufficient staff time/resource available in 2021 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 1%

Title Description	Committee Commitment	Staff Commitment <i>Hours reflect working with the committee, not total project staff time.</i>	Schedule (Estimated)	Budget Implications
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## Plans

<b>1B.1 Partner with the Downtown Ambassador and Clean Team program</b>  <b>PBIA Role:</b> Gather feedback from members about the program, which may influence priorities.  <b>Deliverable/Outcome:</b> Leverage City funds to expand the ambassador and clean team operations.	0 hours  (any time devoted would be part of Communications in Section 1)	0 hours  (any time devoted would be part of Communications in Section 1)	N/A	
<b>1B.2 Mural Protection</b>  <b>PBIA Role:</b> Identify murals in need of protection /preservation/ rehabilitation  <b>Deliverable/Outcome:</b> preservation of community assets and a cleaner downtown	Approximately .5 hours of discussion	Approximately .5 hours of discussion	Q2 or Q3	\$1,500
<b>1B.3 Extra Alley Flushings</b>  <b>PBIA Role:</b> Provide funds to carry out 3 extra alley flushings during the summer months, in addition to the 2 provided by Public Works. (May-Sept). Coordinate for pre-cleaning to avoid unintended messes. Options for pre-emptive signage.  <b>Deliverable/Outcome:</b> A cleaner downtown	0	0	N/A	\$1,200

## 1C. Beautiful Streetscapes

Unless otherwise noted, there is sufficient staff time/resource available in 2021 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 2%

Title Description	Committee Commitment	Staff Commitment <i>Hours reflect working with the committee, not total project staff time.</i>	Schedule <i>(Estimated)</i>	Budget Implications
<b>Plans</b>				
<p><b>1C.1 Flower Baskets:</b> 78 flower baskets to be hung and regularly maintained from end of May-Sept. Seek partnerships/sponsorships for expanding program.</p> <p><b>PBIA Role:</b> Review 2020 results and provide input to staff about contract needs for 2021 program</p> <p><b>Deliverable/Outcome:</b> Flower baskets that contribute to an attractive and welcoming downtown environment</p>	.5 hours	.5 hours	Q2-3	<p>\$23,400 total</p> <p>(\$5,400 for product and \$18,000 for maintenance)</p>
<p><b>1C.2 Public Art Investment:</b> (i.e. Art in Windows, benches, murals, plinth purchase, collaboration with Arts Commission etc)</p> <p><b>PBIA Role:</b> Discuss what type of art or themes they would like to see showcased in vacant windows (staff works w/property owners)</p> <p><b>Deliverable:</b> Art/photos in vacant storefronts</p>	.5 hours	1-2 hours	<p>Q2- start discussion</p> <p>Coordinate with the Wayfinding Plan</p>	\$2,500

<b>1C.3 Lighting</b> illuminating dark streets to create a festive and inviting streetscape.  <b>PBIA Role: Participate in the identification of placement opportunities of lights.</b>  <b>Deliverable:</b> Festive lighting displays	.5 hours	2 hours	Q2-4	\$8,000
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## 1D. Marketing

Unless otherwise noted, there is sufficient staff time/resource available in 2021 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 7%

Title Description	Committee Commitment	Staff Commitment <i>Hours reflect working with the committee, not total project staff time.</i>	Schedule (Estimated)	Budget Implications
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### Plans

<b>1D.1 Sponsoring Events</b> that benefit and draw visitors into downtown (e.g., Pride, Girls Night Out, Trick or Treat, etc.)  <b>PBIA Role: Refine application process for sponsorship requests.</b> Choose which events to sponsor and amount  <b>Deliverable:</b> Support for events hosted by other organizations	2 hours	2 hours	Discussion March 2021	\$7,000
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<b>1D.2 Twinklefest</b> illuminating dark streets during the winter holiday retail season.  <b>PBIA Role:</b> Promote retail lighting displays  <b>Deliverable:</b> Festive lighting displays	.5 hours	2 hours	Q4	\$6,000
<b>1D.3 Continuation of #WhyIGoDowntown</b>  <b>PBIA Role:</b> Collaborate with Downtown Alliance on direction of marketing  <b>Deliverable:</b> Video and web content promoting Downtown	On-going	1 hour	Q2-3	\$10,000

## 1E. Parking

Unless otherwise noted, there is sufficient staff time/resource available in 2021 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 3%

<b>Title Description</b>	<b>Committee Commitment</b>	<b>Staff Commitment</b> <i>Hours reflect working with the committee, not total project staff time.</i>	<b>Schedule (Estimated)</b>	<b>Budget Implications</b>
<b>1E.1 Educate downtown businesses</b> about the City parking strategy – how it aims to make parking more convenient for customers and where employees can and should park  <b>PBIA Role:</b> Advise staff on development of communication materials and member outreach to businesses  <b>Deliverable:</b> Materials and messages	1-2 hours at committee  Additional time for outreach can be folded into Communications efforts outlined in 1A	1-2 hours at committee  + develop materials	Q2-4	N/A – materials to be supplied by CPD

## SECTION 2: Administrative Duties

Unless otherwise noted, there is sufficient staff time/resource available in 2021 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 22%

Title Description	Committee Commitment	Staff Commitment <i>Hours reflect working with the committee, not total project staff time.</i>	Schedule (Estimated)	Budget Implications
<b>Plans</b>				
<b>2.1 Provide input re: potential update to PBIA Ordinance</b>  <b>PBIA Role:</b> Provide input to City Council re: the scope of necessary changes, and potentially make more specific recommendations if requested by Council  <b>Deliverable:</b> Input to staff & Council	2 hours	2 hours	Q3	Included in CP&D base budget
<b>2.2 Review &amp; update PBIA Bylaws</b>  <b>PBIA Role:</b> Scope, consider and adopt potential changes to PBIA bylaws  <b>Deliverable:</b> Updated bylaws	2 hours	2 hours	Q3	Included in base CP&D budget
<b>2.3 Recommendation on PBIA's 2021 budget</b>  <b>PBIA Role:</b> Develop a recommended 2021 budget to implement PBIA's roles and goals  <b>Deliverable:</b> Recommended budget	2 hours	2 hours	Q4	Recommendation process included in CP&D base budget. Shapes the 2021 PBIA budget



<b>2.4 Joint meeting with the Olympia Downtown Association (ODA)</b>  <b>PBIA Role:</b> Help set the agenda and participate  <b>Deliverable:</b> Two meetings with ODA	2-4 hours  May be part of D.1	2-4 hours	Q3	N/A
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## SECTION 3. Input to Staff

As programs are implemented and administrative procedures developed, staff often consults with committees for their input and perspective. Input from committee members is considered by staff in implementing the program or policy.

Unless otherwise noted, there is sufficient professional and administrative staff time to accomplish the Section #2 staff commitments in 2021.

Estimated Percent of Overall Committee Effort: 7%

Title Description	Committee Commitment	Staff Commitment <i>Hours reflect working with the committee, not total project staff time.</i>	Schedule <i>(Estimated)</i>	Budget Implications
<b>Opportunities are unknown at this time, but may include participation in:</b> <ul style="list-style-type: none"> <li>Wayfinding Plan</li> <li>Potential shared parking program stakeholder group</li> <li>Ambassador &amp; Clean Team Program</li> <li>Downtown Design Guidelines</li> <li>Eco-District</li> <li>Artswalk</li> </ul>	1 hour of board discussion and/or 1-2 members participate in a stakeholder group	1 hour	TBD	N/A

## SECTION 4. 2021 Informational Briefings (about issues of importance to downtown)

Unless otherwise noted, there is sufficient staff time/resource available in 2021 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 40%

<b>Title Description</b>	<b>Committee Commitment</b>	<b>Staff Commitment</b> <i>Hours reflect working with the committee, not total project staff time.</i>	<b>Schedule (Estimated)</b>	<b>Budget Implications</b>
<b>4.1 Ambassador &amp; Clean Team Program Update</b>  <b>PBIA Role:</b> Hear the information. Provide any insights.  <b>Deliverable/Outcome:</b> PBIA is updated and can communicate it to members.	1 hour for 4 quarterly updates	1 hour for 4 quarterly updates	Quarterly	N/A
<b>4.2 Economic Development Update</b>  <b>PBIA Role:</b> Hear the information. Provide any insights.  <b>Deliverable/Outcome:</b> PBIA is updated and can communicate it to members.	1 hour for 2 semi-annual updates	1 hour for 2 semi-annual updates	Semi-annually	N/A
<b>4.3 ODA Marketing Update</b>  <b>PBIA Role:</b> Hear the information. Provide any insights.  <b>Deliverable/Outcome:</b> PBIA is updated and can communicate it to members.	1 hours for 3 updates	1 hour for 3 updates	3x/Year	N/A
<b>4.4 Downtown Strategy Update</b>	1 hour for semiannual update	1 hour for semiannual update	Semiannual	N/A

<p><b>PBIA Role:</b> Hear the information. Provide any insights.</p> <p><b>Deliverable/Outcome:</b> PBIA is updated and can communicate it to members.</p>				
<p><b>4.5 Action Plan Update, including indicators</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights.</p> <p><b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members</p>	.5 hours	.5 hours	Q2 (May)	N/A
<p><b>4.6 Parking Strategy Update</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights.</p> <p><b>Deliverable/Outcome:</b> PBIA is updated and can communicate it to members.</p>	2 hour for quarterly updates	2 hour for quarterly updates	Quarterly	N/A
<p><b>4.7 OPD Update on Safety Levy Implementation and Walking Patrol</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights.</p> <p><b>Deliverable/Outcome:</b> PBIA is updated and can communicate it to members.</p>	.5 hours	.5 hours	Q1	N/A
<p><b>4.8 Homeless Coordinator Update</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights.</p>	.5 hours	.5 hours	Q2 or Q3	N/A

<b>Deliverable/Outcome:</b> PBIA is updated and can communicate it to members.				
<b>4.9 Sanitation Master Plan Update</b>  <b>PBIA Role:</b> Hear the information. Provide any insights.  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	Q3	N/A
<b>4.10 Transportation Master Plan: A</b> briefing from Public Works Transportation  <b>PBIA Role:</b> Hear the information. Provide any insights.  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	Q2	N/A
<b>4.11 Wayfinding Plan Update</b>  <b>PBIA Role:</b> Hear the information. Provide any insights.  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	TBD	N/A
<b>4.12 Sea Level Rise Plan Update</b>  <b>PBIA Role:</b> Hear the information. Provide any insights.  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	TBD	N/A
<b>4.13 Visitor &amp; Convention Bureau Update</b>	.5 hours	.5 hours	TBD	N/A

<p><b>PBIA Role:</b> Hear the information. Provide any insights.</p> <p><b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members</p>				
<p><b>4.14 Code Enforcement Officer</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights</p> <p><b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members</p>	.5 hours	.5 hours	TBD	N/A
<p><b>4.15 Homefund</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights</p> <p><b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members</p>	.5 hours	.5 hours	TBD	N/A
<p><b>4.16 Downtown Design Guidelines</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights</p> <p><b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members</p>	.5 hours	.5 hours	TBD	N/A
<p><b>4.17 Neighborhood Center</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights</p> <p><b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members</p>	.5 hours	.5 hours	TBD	N/A

<b>4.18 Eco-District</b>  <b>PBIA Role:</b> Hear the information. Provide any insights  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	TBD	N/A
<b>4.19 Short-term Rentals</b> <b>PBIA Role:</b> Hear the information. Provide any insights  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	TBD	N/A
<b>4.20 Sign Code Update</b>  <b>PBIA Role:</b> Hear the information. Provide any insights  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	TBD	N/A
<b>4.21 Shoreline Master Plan</b>  <b>PBIA Role:</b> Hear the information. Provide any insights  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	TBD	N/A
<b>4.21 Waste water</b>  <b>PBIA Role:</b> Hear the information. Provide any insights  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	TBD	N/A

<b>4.22 EDDS</b>  <b>PBIA Role:</b> Hear the information. Provide any insights  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	TBD	N/A
<b>4.23 ARTSWALK</b>  <b>PBIA Role:</b> Hear the information. Provide any insights  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	TBD	N/A
<b>4.24 Isthmus Park</b>  <b>PBIA Role:</b> Hear the information. Provide any insights  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	TBD	N/A
<b>4.25 Courthouse Project</b>  <b>PBIA Role:</b> Hear the information. Provide any insights  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	TBD	N/A
<b>4.26 Downtown Pet Parks</b>  <b>PBIA Role:</b> Hear the information. Provide any insights  <b>Deliverable/Outcome:</b> PBIA	.5 hours	.5 hours	TBD	N/A

understands the issue and can communicate it to members				
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# City of Olympia Planning Commission

February 25, 2021

General Government Committee

RE: Olympia Planning Commission, 2021-2022 Work Plan

Dear Councilmembers,

The Olympia Planning Commission is pleased to present its 2021-2022 Work Plan recommendation. In making this recommendation, the OPC has carefully considered the 2021 City Council Priorities, the 3-Tier Approach for Advisory Committee Work Plans issued by the General Government Committee in 2020, and the Community Planning and Development department's 2021 Work Plan. The OPC Work Plan is divided into 4 sections: Section 1: *Policy Issues*; Section 2: *Optional Program Implementation*; Section 3: *Administrative Activities*; and Section 4: *Informational Briefings*. Each item in a section was evaluated in light of Council Priorities and the 3-Tier Approach mentioned above, and for its inherent value to the community.

The OPC places high value on those items that directly or indirectly advance the City Council priorities. In Section 1, 2, and 3 these include items that support **COVID Recovery & Re-Opening**:

- Short Term Rental Code Amendments
- Neighborhood Center Code Amendments and Zone Changes
- Downtown Zoning Code Updates

**Racial and Social Justice** is advanced through these items in the same sections:

- Review of Subarea/Neighborhood Plans
- Meeting with the Coalition of Neighborhood Associations

Very important to the work performed by the OPC are those items related to **Housing/Homelessness** in Sections 1 – 3:

- Capital Facility Plan Review
- Various Zoning Map and Development Code Text Amendments

While some of the items in these Sections do not directly address specific Council Priorities, the OPC feels they impact certain aspects of **all Council Priorities**:

- Recommendations on Comprehensive Plan Amendments
- Review of Thurston County Joint Plan for consistency with City of Olympia's Comprehensive Plan
- Content to be discussed during the OPC's Organizational Retreat
- Preparation of the 2022 Work Plan

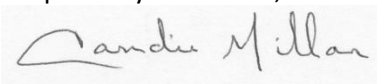
Items listed under Section 4: *Informational Briefings*, are recommended because they advance specific Council Priorities or educate the Commission on subjects related to those listed in Sections 1 – 3. These items include:

- Economic Development
- Buildable Lands Report
- Comprehensive Plan Updates
- Regional Housing Action Plan
- Martin Way Corridor Study
- Downtown Strategy
- Park Projects
- West Side/Mall High Density Focus Area
- Gridded Streets
- City Wide Parking Requirements Overview
- Downtown Parking Structure Design Options

The OPC also recognizes the need to monitor the impact of all projects on equity and social justice and climate change. To this end, it is recommended that all staff reports include brief sections on the implication of the project on equity and social justice and climate change.

The OPC appreciates the City Council for providing thoughtful and meaningful guidance for the preparation of the 2021-2022 Work Plan. With the approval of this Work Plan, the Commission can continue to respectfully serve the residents and businesses of the City of Olympia.

Respectfully submitted,

A handwritten signature in cursive script that reads "Candis Millar". The signature is written in dark ink on a light-colored, slightly textured background.

Candis Millar, AICP  
Olympia Planning Commission Chair

# Olympia Planning Commission 2021-2022 Work Plan (April 1, 2021 to March 31, 2022)

The Olympia Planning Commission (OPC) is expected to hold 21 regular meetings plus one optional “retreat” during this period. Special meetings may be held, and subcommittees may be formed if necessary to more efficiently complete the work plan. The staff liaison to the OPC is Cari Hornbein, Senior Planner, CPD ([chornbei@ci.olympia.wa.us](mailto:chornbei@ci.olympia.wa.us); 360.753.8048).

<b>Section 1: 2021 Policy Issues – Includes a Recommendation to City Council</b> Commission recommendations on these items would be forwarded to the City Council. Recommendations may be conveyed in writing, directly by the Commission chair or a delegate, or by City staff. Unless otherwise noted, staff estimates that there is sufficient professional and administrative staff time to support Section #1 in 2021. In general, these work items are tasks that State law or local rules require the Commission to perform. Comprises approximately 75% of overall Commission effort.							
Title and Description	Tier/Rationale <i>Based on 2021 GGC Direction/Council Priorities</i>	Estimated Commission Meeting Time	Estimated Staff Commitment <i>(Direct support for Commission role)</i>	Schedule <i>(Estimated start and completion)</i>	Budget Implications	Commission Role	Source of Proposal
<b>1.1 Short Term Rentals</b>  Amendment of development code consistent with Comprehensive Plan. May include refinement or revision of zoning code and evaluation of issues related to short term housing rentals in residential zones.  <b>Deliverable:</b> Public hearing and recommendation to Council.	2  <b>Rationale:</b> Supports small, home-based business.	6 hours (2-3 meetings)	CP&D staff: 15-20 hours	February – June	Included in base budget	Review, public hearing, and recommendation	City Staff
<b>1.2 Neighborhood Centers Code</b>  A review of current development codes as well as trends regarding housing and the economy to determine the best path for Comprehensive Plan implementation. Includes an overview of work done by staff prior to the pandemic, and identifying data and informational needs. Includes collaboration with stakeholders such as Coalition of Neighborhood Associations, businesses, and the development community. May include code amendments and zoning map changes, and/or further direction to staff to address during the Comprehensive Plan update.  <b>Deliverable:</b> Public hearing and recommendation to City Council.	2, 3  <b>Rationale:</b> Supports small businesses and neighborhood resilience.	8 hours (3-4 meetings)	CP&D: 20-30 hours Other staff: 15-20 hours	January – December	Included in base budget	Review, public hearing, and recommendation	Planning Commission -- continued item begun in 2014
<b>1.3 Annual Comprehensive Plan Amendments</b>  Collective review of private and public proposals to amend the Comprehensive Plan. Specific proposals to be reviewed are determined by City Council prior to referral to Planning Commission.  <b>Deliverables:</b> Public hearing and recommendation to City Council.	3  <b>Rationale:</b> Annual process. The docket is approved by City Council; items moving forward would be consistent with their priorities.	4-6 hours (2-3 meetings)	CP&D: 20-30 hours Other staff: 15-20 hours	January - September	Included in base budget	Review, public hearing, and recommendation	City Staff/ Private Parties
<b>1.4 Review 6-year Capital Facilities Plan (CFP)</b>  Review the Preliminary CFP, hold a public hearing and identify whether proposals comply with the adopted Comprehensive Plan. CPD staff will take lead on preparation of the CFP starting in 2021.  <b>Deliverable:</b> Public hearing and recommendation to City Council.	3  <b>Rationale:</b> Annual process. The CFP and financial plan are approved by City Council and would reflect their priorities.	8-10 hours (3-4 meetings)	CP&D: 20-30 Other staff: 20-30	March - December	Included in base budget	Review, public hearing, and recommendation	City Staff

Title and Description	Tier/Rationale (Based on 2021 GGC Direction/Council Priorities)	Estimated Commission Meeting Time	Estimated Staff Commitment (Direct support for Commission role)	Schedule (Estimated start and completion)	Budget Implications	Commission Role	Source of Proposal
<b>1.5 Zoning Map and Development Code Text Amendments</b>  Review of any privately proposed, staff-initiated, or Council-initiated amendments to the City’s development regulations: <ul style="list-style-type: none"> <li>• Restructure land use permit types</li> <li>• Subdivision Code</li> <li>• Allow RV Parks in the UW zone district</li> <li>• Housing affordability outcomes from LUEC, e.g., SEPA thresholds, parking standards</li> <li>• Housekeeping amendments</li> </ul> <b>Deliverable:</b> Public hearing and recommendation to City Council.	2, 3  <b>Rationale:</b> Supports small business and housing affordability related to pandemic recovery. Consistent with Council priorities.	2-4 hours per proposal	CP&D staff: 8-10 hours per proposal	To be determined; dependent on timing of proposals	Included in base budget; private applicants pay a fee.	Review, public hearing, and recommendation	City Staff/ Private Party
<b>1.6 Zoning Code Updates – Downtown</b>  Development code amendments for implementation of the downtown strategy: <ul style="list-style-type: none"> <li>• Downtown parking exemption boundary changes</li> <li>• Creative district code amendments</li> </ul> <b>Deliverable:</b> Public hearing and recommendation to City Council.	3  <b>Rationale:</b> Supports economic recovery in downtown Olympia.	6 hours (2-3 meetings)	CPD staff: 10-20 hours Other staff: 5-10 hours	January – September	Included in base budget	Review, public hearing, and recommendation	City Staff
<b>1.7 Joint Plan Recommendations</b>  Review Thurston County Joint Plan for consistency with the City of Olympia’s Comprehensive Plan.  <b>Deliverable:</b> Public hearing (joint) and recommendation to City Council/Thurston County Commissioners.	2  <b>Rationale:</b> Fundamental to Planning Commission role.	4-6 hours (2-3 meetings)	CPD staff: 20-30 hours	To be determined; dependent on County’s schedule	Included in base budget	Review, public hearing, and recommendation	City/County Staff
<b>1.8 Downtown Residential Off-street Parking Exemption</b>  Referral from the Land Use and Environment Committee instructing the Planning Commission to consider data examining the impact of downtown residential developments in recent years on the on-street parking capacity in their vicinities. This data (gathered by staff) will help in evaluating potential impacts to neighborhoods that would be included in the proposed boundary expansion.	3  <b>Rationale:</b> Supports economic recovery in downtown Olympia.	6 hours (2-3 meetings)	CP&D staff: 15-20 hours	September – December	Included in base budget	Review and recommendation	City Staff

<b>SECTION 2: 2021 Optional Program Implementation and/or Input to Council or Staff</b> As programs are developed and implemented and code amendment proposals and administrative procedures refined, staff often consults with the Commission for their input and perspective. This work is secondary to the primary committee purpose of policy recommendations and advice to the City Council. Depending on scope, there may not be sufficient staff time/resource available in 2021 to accomplish or advance these items. These items comprise approximately 15% percent of the overall commission work plan.							
Title and Description	<b>Tier/ Rationale</b> <i>(Based on 2021 GGC Direction/Council Priorities)</i>	<b>Estimated Commission Meeting Time</b>	<b>Estimated Staff Commitment</b> <i>(Direct support for Commission role)</i>	<b>Schedule</b> <i>(Estimated start and completion)</i>	<b>Budget Implications</b>	<b>Commission Role</b>	<b>Source of Proposal</b>
<b>2.1 Subarea/Neighborhood Plan</b>  Review of Draft Subarea Plans  <b>Deliverable:</b> Comments to staff and neighborhood work group; optional recommendation to Council.	3  <b>Rationale:</b> Supports neighborhood resilience consistent with Council priorities.	2 hours	CP&D staff: 4 hours	Dependent on requests from neighborhood associations.	Included in base budget	Optional advisor to staff, citizens and Council	City Staff

<b>SECTION 3: 2021 Administrative Activities</b> In addition to their role in providing input on policy and program implementation, the Commission seeks to be a well-informed and effective advisory body. The activities below are intended to improve how the commission accomplishes their work plan each year and ensure they have information and knowledge necessary to fulfill their role. These items comprise approximately 5% percent of overall commission work effort.							
Title and Description	<b>Tier/ Rationale</b> <i>(Based on 2021 GGC Direction/Council Priorities)</i>	<b>Estimated Commission Meeting Time</b>	<b>Estimated Staff Commitment</b> <i>(Direct support for Commission role)</i>	<b>Schedule</b> <i>(Estimated Completion)</i>	<b>Budget Implications</b>	<b>Commission Role</b>	<b>Source of Proposal</b>
<b>3.1 Organizational Retreat</b>  Annual event focused on improving Commissioner relationships and procedures, and information-sharing and discussion on topics related to the work plan.  <b>Deliverable:</b> Recommendation to Council	1, 3  <b>Rationale:</b> Opportunity for teambuilding and identifying new work plan items that relate to pandemic response and Council priorities.	10 hours (including retreat)	8-10 hours Other staff: Variable	To be determined	Included in base budget	Led by Planning Commission	Customary practice
<b>3.2 Coalition of Neighborhood Associations</b>  Joint meeting between the Planning Commission and the Coalition of Neighborhood Associations (CNA).	3  <b>Rationale:</b> Opportunity to meet with the Coalition to discuss issues, priorities, and opportunities around neighborhood resilience.	2 hours	CP&D: 4 hours	To be determined	Included in base budget	Led by Planning Commission	Planning Commission
<b>3.3 Preparation of 2022-2023 Work Plan</b>  Time allotted for proposing and discussing work items for the following year.  <b>Deliverable:</b> Recommendation to Council	1, 3  <b>Rationale:</b> Opportunity to add new work plan items in support of the pandemic response and Council priorities.	2-4 hours (1-2 meetings)	CP&D: 6 hours	January – February	Included in base budget	Led by Planning Commission	Customary practice

<b>SECTION 4: 2021 Informational Briefings</b> In addition to their role in providing input on policy and program implementation, the Commission seeks to be a well-informed and effective advisory body. The activities below are intended to improve how the commission accomplishes their work plan each year and ensure they have information and knowledge necessary to fulfill their role. These items comprise approximately 10% percent of overall commission work effort. It is not atypical to not complete the informational briefings listed below, as they are the first items to be displaced when staff and commission time is needed for higher priority work items.						
<b>Title and Description</b>	<b>Estimated Commission Meeting Time</b>	<b>Estimated Staff Commitment</b> <i>(Direct support for Commission role)</i>	<b>Schedule</b> <i>(Estimated Completion)</i>	<b>Budget Implications</b>	<b>Commission Role</b>	<b>Source of Proposal</b>
<b>4.1 Economic Development</b>  Briefing on economic development opportunities and actions in the city, including discussion related to the Neighborhood Centers Plan. Ties into the update of the Economy Chapter in the Comprehensive Plan.	1 hour	CP&D: 2 hours	February – April	Included in base budget	Informational Briefing	Planning Commission
<b>4.2 Buildable Lands Report/TRPC Overview</b>  Briefing from TRPC staff on the 2021 Building Lands Report which will inform the Comprehensive Plan update. Include in this briefing an overview of TRPC’s role in developing plans, providing data, and administering funds to the City. Of interest is how OPC can participate in projects relevant to the Comprehensive Plan or regional planning efforts.	1 hour	CPD staff 1 hour Other staff: 2 hours	April	Included in base budget	Informational Briefing	Planning Commission/ Staff
<b>4.3 Comprehensive Plan Update</b>  Briefings from city staff regarding Comprehensive Plan update. Topics include: <ul style="list-style-type: none"> <li>Laying the Groundwork – process, public participation, scope, GMA framework, etc.</li> <li>Housing Chapter</li> <li>Economy Chapter</li> </ul>	1 hour per topic	CP&D: 2 hours per topic	October – December	Included in base budget	Informational Briefing	City Staff
<b>4.4 Regional Housing Action Plan</b>  Briefing regarding strategies to increase Olympia’s affordable housing units, including existing and possible tools and incentives. Ties into the update of the Housing Chapter of the Comprehensive Plan in 2022.	1 hour	CP&D: 1 hour Other staff: 2 hours	May – July	Included in base budget	Informational Briefing	Planning Commission
<b>4.5 Martin Way Corridor Study</b>  Briefing on study regarding land use and transportation planning along the Martin Way Corridor; joint effort between Intercity Transit, Lacey, and Thurston County. Among other outcomes, the study will identify specific infrastructure improvements and opportunities for increased connectivity in the area.	2 hours	CPD staff: 2 hours Other staff: 2 hours	To be determined	Included in base budget; partial funding from the Federal Surface Transportation Block Grant Program	Informational Briefing	City Staff
<b>4.6 Downtown Strategy Briefing</b>  Briefing on implementation of the Downtown Strategy and an update on the Port of Olympia Vision 2050 planning process.	1 hour	CPD staff: 2 hours Other staff: 2 hours	To be determined	Included in base budget	Informational Briefing	Planning Commission
<b>4.7 Park Projects</b>  Briefing on major park projects and the 2022-2028 Parks, Arts, and Recreation Plan.	1 hour	CPD staff: 1 hour Other staff: 2 hours	To be determined	Included in base budget	Informational Briefing	Planning Commission
<b>4.8 West Side/Mall High Density Focus Area/Node/Development Incentives</b>  Briefing on development incentives on the Westside/Capital Mall area. Intended to follow the Commission’s work on Neighborhood Centers.	1 hour	CPD staff: 2 hours	To be determined	Included in base budget	Informational Briefing	City Staff

<b>4.9 City-wide Parking Requirements Overview</b>  Assessment of policies and regulations regarding parking requirements, except for downtown, which will be addressed as a separate briefing item.  May inform future amendments to the Comprehensive Plan and parking standards in Title 18 of the Municipal Code.	1 hour	CPD staff: 2 hours	To be determined	Included in base budget	Informational Briefing	Planning Commission
<b>4.10 Downtown Parking Requirements Overview</b>  Assessment of policies and regulations regarding parking requirements in downtown Olympia with focus on structured parking and urban design.  May inform future amendments to the Comprehensive Plan and parking standards in Title 18 of the Municipal Code.	1 hour	CPD staff: 2 hours	To be determined	Included in base budget	Informational Briefing	Planning Commission
<b>4.11 Gridded Streets</b>  Briefing on use of gridded street systems with focus on how they shape neighborhood design, infill development, and transportation choices. Initial research and information sharing would be led by Planning Commissioner(s). May lay the groundwork for additional work in 2022.	1-2 hours	CPD Staff: 2 hours Other staff: 2 hours	To be determined	Included in base budget	Informational briefing	Planning Commission

## Parks and Recreation Advisory Committee Work Plan -- April 2021 through March 2022

Month	Title/Description	Staff	Time Needed	PRAC Action
4/15/21	Parks Plan Update	Laura Keehan	30 minutes	Briefing and Feedback to Staff
	OPARD 2020 Performance Review & COVID outlook	Paul Simmons	30 minutes	Briefing
	Ina's Fund (Scholarship Fund) Update	Scott River	20 minutes	Briefing and Feedback to Staff
MAY 2021 - NO MEETING				
6/17/21	Yelm Hwy Community Park Master Plan Update	Laura Keehan	30 minutes	Briefing and Feedback to Staff
	Aquatic Facility Feasibility Study	Paul Simmons	30 minutes	Briefing and Feedback to Staff
JULY 2021 - NO MEETING				
8/19/21	Capital Facilities Plan (CFP)	Tammy LeDoux	20 minutes	Briefing and Feedback to Staff
	Capital Asset Management Program (CAMP)	Jake Lund	20 minutes	Briefing and Feedback to Staff
	Arts Program/Armory Update	Angel Nave/Stephanie Johnson	20 minutes	Briefing and Feedback to Staff
9/16/21	Capital Facilities Plan	Tammy LeDoux	15 minutes	Recommendation to Council
	Capital Asset Management Program (CAMP)	Jake Lund	15 minutes	Recommendation to Council
	Summer Program Review	Tad Early	20 minutes	Briefing
10/21/21	Yelm Hwy Community Park Master Plan Review	Laura Keehan	30 minutes	Recommendation to Council
	Parks Plan Review	Laura Keehan	45 minutes	Briefing and Feedback to Staff
NOVEMBER & DECEMBER 2021 - NO MEETINGS				
1/20/22	Screening New PRAC Member Applications	Laura Keehan	30 minutes	Recommend Interviewees to Council Gen Gov't Cmte
	Parks Plan Review	Laura Keehan	40 minutes	Recommendation to Council
2/17/22	PRAC Workplan and Chair Elections	Laura Keehan	30 minutes	Review draft workplan for Council General Gov't Cmte
	Percival Landing Redesign	Paul Simmons	20 minutes	Briefing and Feedback to Staff
3/17/22	Grant Applications	Laura Keehan	30 minutes	Letters of Support
As Needed	Park Naming	Laura Keehan	60 minutes	Hold Public Hearing & Recommendation to Council
	Participation in groundbreakings and dedications	N/A	45 minutes	Attendance is Optional



City of Olympia  
Utility Advisory Committee (UAC) 2021-2022 Work Plan

Month	Request/Description	Staff	Time Needed	UAC Action	Council Focus	Notes
Apr-21	Water System Plan, Goals and Objectives (to include water conservation)	Susan Clark	40 minutes	Review and provide feedback to staff	Budget/Financial, Racial/Social Justice, Utility Management Planning	Updating the Water System Plan is a DOH requirement. Water conservation goals specifically require a review in a public forum. Climate change goals will also be discussed.
	2021 Water Quality Report	Cheri Reimers	20 minutes	Review and provide feedback to staff	NA	Discussion of drinking water sampling regimens and results.
	Storm and Surface Water Rate Structure	Eric Christensen or Susan Clark	30 minutes	Review and provide feedback to staff and approval to launch public outreach	Budget/Financial, Racial/Social Justice	Discussion of a proposed simplified rate structure for 2022 and the associated public outreach campaign.
May-21	Waste ReSources Plan	Gary Franks	45 minutes	Review and provide feedback to staff	Budget/Financial, Racial/Social Justice, Utility Management Planning	Initial discussion of proposed changes to the Waste ReSources Plan.
	General Facility Charges for Low Income Housing	Eric Christensen	20 minutes	Review and provide feedback to staff	Racial/Social Justice	Discussion of potential alternative general facilities charges for low-income housing.
	Asset Management - Renewal and Replacement Costs	Eric Christensen	20 minutes	Review and provide feedback to staff	Budget/Financial, Racial/Social Justice, Utility Management Planning	Discussion of estimated costs and timing for replacement of Water Resources infrastructure.
Jun-21	American Water Works Association Benchmarking Performance Indicators	Eric Christensen	30 minutes	Review and provide feedback to staff	Budget/Financial, Racial/Social Justice, Utility Management Planning	Discussion of objective performance measures for water, wastewater, and stormwater utilities to gauge performance against peer agencies.
	LOTT Clean Water Alliance Cost of Service Analysis	Justin Long	20 minutes	Review and provide feedback to staff	Budget/Financial	LOTT Clean Water Alliance staff will present their cost of service analysis.
	Sea Level Rise Response Update	Eric Christensen	20 minutes	Review and provide feedback to staff	Budget/Financial, Racial/Social Justice, Utility Management Planning	Discussion of the Olympia Sea Level Rise Response Collaborative work plan.
	Utilities - Quarterly Financial & Customer Assistance Program Updates	Eric Christensen	15 minutes	Review and provide feedback to staff	COVID Recovery & Re-Opening, Racial/Social Justice	Discussion of quarterly updates on City utility finances.
No meeting July 2021						
Aug-21	Draft Capital Facility Plan & Operating Budget Drivers	Eric Christensen & Gary Franks	45 minutes	Review and provide feedback to staff	Budget/Financial	Discussion on the draft Capital Facilities Plans.
	Water System Plan	Susan Clark	45 minutes	Review, approve and forward to Council	Budget/Financial, Racial/Social Justice, Utility Management Planning	Final presentation of the Water System Plan.
Sep-21	Utility Operating Budgets, Rates, and General Facility Charges	Eric Christensen & Gary Franks	60 minutes	Review and provide feedback to staff	Budget/Financial	Initial discussion of the Budget Review Committee's recommendations for the utility operating budgets, rates and general facilities changes. (possibly 2 meetings)
	Climate Mitigation Update	Pamela Braff	20 minutes	Review and provide feedback to staff	Budget/Financial, Racial/Social Justice, Utility Management Planning	The City's Climate Program Manager will provide an update on climate mitigation efforts.
	Utilities - Quarterly Financial & Customer Assistance Program Updates	Eric Christensen	15 minutes	Review and provide feedback to staff	COVID Recovery & Re-Opening, Racial/Social Justice	Discussion of quarterly updates on City utility finances.

City of Olympia  
Utility Advisory Committee (UAC) 2021-2022 Work Plan

Month	Request/Description	Staff	Time Needed	UAC Action	Council Focus	Notes
Oct-21	Utility Operating Budgets, Capital Facility Plan, Rates, and General Facility Charges (final)	Eric Christensen & Gary Franks	90 minutes	Review and provide feedback to Council through rate recommendation	Budget/Financial	Final discussion of the Budget Review Committee's recommendations for the utility operating budgets, rates and general facilities changes.
Nov-21	Stormwater Operations Problem Solving (STOPS) Wastewater Operations Problem Solving (WWOPS)	Susan Clark	40 minutes	Review and provide feedback to staff	NA	Discussion of how staff resolves issues brought forth by staff and customers
	Waste ReSources Plan	Gary Franks	15 minutes	Review, approve and forward to Council	Budget/Financial, Racial/Social Justice, Utility Management Planning	Discussion on the draft plan
Dec-21	UAC Work Plan Development for 2022-2023	Eric Christensen	60 minutes	Review and provide feedback to staff	NA	Initial discussion of the UAC's proposed annual work plan, the basis for the committee's focus and effort during the following year.
	Utilities - Quarterly Financial & Customer Assistance Program Updates	Eric Christensen	15 minutes	Review and provide feedback to staff	COVID Recovery & Re-Opening, Racial/Social Justice	Discussion of quarterly updates on City utility finances.
No meeting January 2022						
Feb-22	Approve UAC Work Plan 2022-2023 and Elect Officers	Eric Christensen	40 minutes	Review, approve and forward to Council	NA	Final discussion of the UAC's proposed annual work plan, the basis for the committee's focus and effort during the following year.
	Sea Level Rise Response Update	Eric Christensen	15 minutes	Review and provide feedback to staff	Budget/Financial, Racial/Social Justice, Utility Management Planning	Discussion of the Olympia Sea Level Rise Response Collaborative's 2021 progress and proposed 2022 work plan
	Waste ReSources Plan	Gary Franks	40 minutes	Review, approve and forward to Council	Budget/Financial, Racial/Social Justice, Utility Management Planning	Final presentation of the Waste ReSources Plan
Mar-22	NPDES Annual Report	Jeremy Graham	40 minutes	Review and provide feedback to staff	NA	Review of Municipal Stormwater Permit annual reporting and regulatory updates.
	Recycling Program Update	Ron Jones & Gary Franks	30 minutes	Review and provide feedback to staff	NA	Discussion of the recycling program.
	Utilities - Quarterly Financial & Customer Assistance Program Updates	Eric Christensen	15 minutes	Review and provide feedback to staff	COVID Recovery & Re-Opening, Racial/Social Justice	Discussion of quarterly updates on City utility finances.

Highlighted items will require a quorum to provide feedback/recommendation to City Council.

WA State Utilities and Transportation Commission (UTC) will be monitored. As needed, the UAC may provide the UTC with feedback.



## City Council

### Approval of a Resolution Authorizing a Grant Agreement Between the City of Olympia and the Family Support Center of South Sound for Completion of a Homeless Shelter

**Agenda Date:** 4/13/2021  
**Agenda Item Number:** 4.C  
**File Number:** 21-0319

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

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#### Title

Approval of a Resolution Authorizing a Grant Agreement Between the City of Olympia and the Family Support Center of South Sound for Completion of a Homeless Shelter

#### Recommended Action

##### Committee Recommendation:

At their March 10, 2021 meeting, the Home Fund Advisory Board expressed support of an appropriation of \$50,000 from Home Fund reserves to fund a gap for a 10-bed family shelter beds under construction at Family Support Center's campus.

##### City Manager Recommendation:

Move to approve a Resolution authorizing a grant agreement between the City of Olympia and the Family Support Center of South Sound for completion of a 10-bed homeless shelter at 3525 7th Avenue SW.

#### Report

##### Issue:

Whether to approve a Resolution authorizing a grant agreement between the City of Olympia and the Family Support Center of South Sound for completion of a 10-bed homeless shelter at 3525 7th Avenue SW.

##### Staff Contact:

Cary Retlin, Home Fund Manager, Executive, 360.570.3956

##### Presenter(s):

None. Consent item.

#### Background and Analysis:

The Resolution authorizes a grant agreement for funding to the Family Support Center to complete construction of 10 new shelter beds and support facilities for families experiencing homelessness. The new shelter beds will be at the Family Support Center's headquarter campus in order for families

to have access to case management, legal, and other services nearby.

The construction was initially funded through a grant from the Washington State Department of Commerce's Housing Trust Fund. However, cost overruns related to prevailing wage changes and increases in materials costs required additional money to complete construction. This grant agreement will only fund reimbursement of construction related costs. The City of Tumwater, the City of Lacey, and Thurston County are also contributing.

### **Breakdown of Funding for the Project**

#### **Initial Funding**

\$100,000      Department of Commerce Housing Trust Fund Grant

#### **Additional funding**

\$50,000      City of Olympia - Home Fund

\$50,000      City of Lacey

\$25,000      City of Tumwater

\$25,000      Thurston County - Emergency Shelter Grant

#### **Background:**

The Family Support Center is a nonprofit multi-service agency founded in 1992 that is dedicated to supporting families and pregnant women. They provide homeless family services, parent and child education and operate Pear Blossom Place, a 24-hour shelter for homeless families. Pear Blossom Place is the largest of its kind in the region with 36 beds and seven apartments.

The Family Support Center is also the lead contractor for Thurston County's Coordinated Entry System, which assesses and supports placement of people experiencing homelessness and helps connect them to housing.

#### **Community Interests:**

Responding to the region's homeless crisis is an issue that affects the entire community.

#### **Options:**

1. Approve the Resolution authorizing a grant agreement between the City of Olympia and the Family Support Center of South Sound for completion of a 10-bed homeless shelter at 3525 7th Avenue SW.
2. Direct staff to take other action related to the Resolution and Grant Agreement.
3. Do not approve the Resolution and Grant Agreement.

#### **Financial Impact:**

The proposed Grant Agreement will provide \$50,000 from the Home Fund to pay construction related costs for completion of a 10-bed homeless shelter for families.

#### **Attachments:**

Resolution  
Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING A GRANT AGREEMENT FOR COMPLETION OF A HOMELESS SHELTER AT  
3525 7<sup>TH</sup> AVENUE SW, OLYMPIA, WASHINGTON, BETWEEN THE CITY OF OLYMPIA, A  
WASHINGTON MUNICIPAL CORPORATION, AND THE FAMILY SUPPORT CENTER OF  
SOUTH SOUND, A WASHINGTON NON-PROFIT CORPORATION**

**WHEREAS**, RCW 82.14.530 authorizes cities to submit a proposition to the voters authorizing a sales and use tax increase of not more than one-tenth of one percent, provided that the City's proceeds from said increase shall be used to construct affordable and supportive housing and for housing-related purposes, including mental and behavioral health-related facilities, and for costs for operations, maintenance, delivery, and evaluation of mental health programs and services, or housing-related services, all as permitted by state law; and

**WHEREAS**, On October 24, 2017, the Olympia City Council adopted Resolution No. M-1912 (the "Ballot Resolution") authorizing submission to the qualified voters of the City a proposition authorizing an additional sales and use tax of not more than one-tenth of one percent for the Olympia Home Fund for supportive housing and housing-related purposes, including mental and behavioral health-related facilities ("Proposition No. 1"); and

**WHEREAS**, Proposition No. 1 was approved by the requisite number of voters at the election held on February 13, 2018, and its passage was certified by the Thurston County Auditor on February 23, 2018; and

**WHEREAS**, the Olympia City Council enacted Ordinance No. 7127 imposing the additional sales and use tax at a rate of one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax. The tax became effective on the earliest practicable date consistent with RCW 82.14.055 following enactment of the Ordinance; and

**WHEREAS**, Ordinance No. 7127 provided that the additional sales and use tax receipts provided by RCW 82.14.530 shall be used for low income housing and housing-related services, including mental and behavioral health programs and facilities as required by RCW 82.14.530 and that a minimum of sixty percent (60%) of the monies collected under RCW 82.14.530 shall be used for the housing and housing-related purposes as defined in RCW 82.14.530(2)(a)(i), (ii), and (iii), and the remainder of the monies collected shall be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services as required by RCW 82.14.530(2)(c); and

**WHEREAS**, the Olympia City Council created the Home Fund Advisory Board for the purpose of creating a broad based group of Olympia residents and affected partners to advise the Olympia City Council on how best to invest limited housing and related social service dollars to meet the most urgent community needs for low income housing and shelter facilities for those persons experiencing homelessness; and

**WHEREAS**, the City of Olympia's Home Fund Manager provided a briefing on March 10, 2021 to the Home Fund Advisory Board regarding funds for the remodel at 3525 7th Avenue SW, Olympia, Washington (EXHIBIT A); and

**WHEREAS**, the Family Support Center, a Washington Non-Profit Corporation, determined that the real property at 3525 7<sup>th</sup> Avenue SW is suitable for providing affordable housing and housing-related services for family residents of the City of Olympia and that said property is appropriate and suitable for remodel to provide new affordable housing and facilities providing housing-related facilities, including facilities for up to ten (10) transitional, temporary shelter beds for families (EXHIBIT B), dependent upon COVID protocols; and

**WHEREAS**, The Family Support Center has been informed the award is conditional and is not a guarantee of funds, but is subject to City Council approval and the conditions detailed in this Agreement for the project at 3525 7<sup>th</sup> Avenue SW; and

**WHEREAS**, the City and The Family Support Center desire to enter into this Agreement setting forth the terms upon which the City will grant \$50,000 to The Family Support Center for purposes of the development of the Family Shelter Unit;

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

1. The Olympia City Council hereby approves the Grant Agreement between the City of Olympia and The Family Support Center for construction and development of a ten (10) bed homeless shelter at 3525 7<sup>th</sup> Avenue SW in Olympia upon the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Grant Agreement with The Family Support Center, together with any other documents necessary in connection with said grant to The Family Support Center, and to make any minor modifications as may be required and are consistent with the intent of the Grant Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

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

**GRANT AGREEMENT FOR COMPLETION OF A HOMELESS SHELTER, AT 3525 7<sup>TH</sup> AVENUE SW, OLYMPIA, WASHINGTON, BETWEEN THE CITY OF OLYMPIA, A WASHINGTON MUNICIPAL CORPORATION, AND THE FAMILY SUPPORT CENTER OF SOUTH SOUND, A WASHINGTON NON-PROFIT CORPORATION.**

**THIS GRANT AGREEMENT** ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties to this Agreement are the CITY OF OLYMPIA, a Washington municipal corporation (hereinafter the "City"), and THE FAMILY SUPPORT CENTER OF SOUTH SOUND, a Washington non-profit corporation (hereinafter "Family Support Center" or "FSC"), and collectively referred to herein as the "Parties."

**RECITALS**

**WHEREAS**, RCW 82.14.530 authorizes cities to submit a proposition to the voters authorizing a sales and use tax increase of not more than one-tenth of one percent, provided that the City's proceeds from said increase shall be used to construct affordable and supportive housing and for housing-related purposes, including mental and behavioral health-related facilities, and for costs for operations, maintenance, delivery, and evaluation of mental health programs and services, or housing-related services, all as permitted by state law; and

**WHEREAS**, On October 24, 2017, the Olympia City Council adopted Resolution No. M-1912 (the "Ballot Resolution") authorizing submission to the qualified voters of the City a proposition authorizing an additional sales and use tax of not more than one-tenth of one percent for the Olympia Home Fund for supportive housing and housing-related purposes, including mental and behavioral health-related facilities ("Proposition No. 1"); and

**WHEREAS**, Proposition No. 1 was approved by the requisite number of voters at the election held on February 13, 2018, and its passage was certified by the Thurston County Auditor on February 23, 2018; and

**WHEREAS**, the Olympia City Council enacted Ordinance No. 7127 imposing the additional sales and use tax at a rate of one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax. The tax became effective on the earliest practicable date consistent with RCW 82.14.055 following enactment of the Ordinance; and

**WHEREAS**, Ordinance No. 7127 provided that the additional sales and use tax receipts provided by RCW 82.14.530 shall be used for low income housing and housing-related services, including mental and behavioral health programs and facilities as required by RCW 82.14.530 and that a minimum of sixty percent (60%) of the monies collected under RCW 82.14.530 shall be used for the housing and housing-related purposes as defined in RCW 82.14.530(2)(a)(i), (ii), and (iii), and the remainder of the monies collected shall be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services as required by RCW 82.14.530(2)(c); and

**WHEREAS**, the Olympia City Council created the Home Fund Advisory Board for the purpose of creating a broad based group of Olympia residents and affected partners to advise the Olympia City Council on

how best to invest limited housing and related social service dollars to meet the most urgent community needs for low income housing and shelter facilities for those persons experiencing homelessness; and

**WHEREAS**, the City of Olympia's Home Fund Manager provided a briefing to the Home Fund Advisory Board on March 10, 2021 regarding funds for the remodel at 3525 7th Avenue SW, Olympia, Washington; and

**WHEREAS**, the Family Support Center, a Washington Non-Profit Corporation, has determined that the real property at 3525 7<sup>th</sup> Avenue SW is appropriate and suitable for remodel to provide up to ten (10) transitional, temporary shelter beds for families, dependent upon COVID protocols; and

**WHEREAS**, The Family Support Center has been informed the award is conditional and was not a guarantee of funds, but is subject to City Council approval and the conditions detailed in this Agreement for the project at 3525 7<sup>th</sup> Avenue SW; and

**WHEREAS**, the City and The Family Support Center desire to enter into this Agreement setting forth the terms upon which the City will grant \$50,000 to The Family Support Center for purposes of the development of the Family Shelter Unit;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

## **I. GENERAL PROVISIONS**

1.1 Grant Number. The number assigned to this Grant Agreement is **21-HFC-001 Family Support Center**. This Grant Number shall appear on all invoices, addendums, modifications or correspondence relating to this Agreement.

1.2 Grant Purpose. The general purpose of this Grant Agreement between the Parties is to provide funding to FSC for the development and construction of the Shelter Unit containing a 24/7 enhanced homeless shelter with up to ten (10) beds for families, subject to COVID protocols. The total Grant funding from the City of Olympia Home Fund to Family Support Center is \$50,000 for funding for the Family Support Center shelter located at 3525 7th Avenue SW, Olympia, WA. Funding is provided pursuant to RCW 82.14.530.

1.3 Exhibits. The Exhibits attached to this Grant Agreement are listed below and are hereby incorporated into and made a part of this Grant Agreement:

- *EXHIBIT A Scope of Work & Budget*
- *EXHIBIT B Sketch of Housing Units*
- *EXHIBIT C Statement of Compliance with Nondiscrimination & Equal Benefits Declaration*
- *EXHIBIT D Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion*
- *EXHIBIT E Certification Regarding Lobbying*



## **II. TERMS AND CONDITIONS**

2.1 Definitions. As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- a. "Authorized Representative" shall mean either the City Manager or the City Manager's designee, the Grantee's Executive Director and/or the designee authorized in writing to act on behalf of the Grantee's Executive Director.
- b. "City" shall mean the City of Olympia, a Washington municipal corporation.
- c. "Contract Manager" shall mean the representative for each Party who is responsible for and is a Party's contact person for all communications, notices and invoices/billings regarding the performance of this Grant Agreement.
- d. "Grant" or "Agreement" or "Grant Agreement" means the entire written agreement between the City of Olympia and the Grantee, The Family Support Center, including any Exhibits, documents, or materials incorporated by reference as part of this Grant Agreement.
- e. "Grantee" shall mean the entity set forth in this Grant Agreement and who shall produce a ten (10) bed shelter under the terms and conditions of this Grant. If more than one "Grantee" is a recipient under this Grant Agreement, use of the term "Grantee" shall apply to the singular and plural.
- f. "Housing Unit" shall mean the Unit containing 10 family housing units.
- g. "The Family Support Center" or "Family Support Center" or "FSC" shall mean a Grantee and recipient under this Grant Agreement.
- h. "Party" or "Parties" shall mean either the Grantor, City of Olympia, and the Grantee, Family Support Center, or collectively.
- i. "Personal or Confidential Information" as used in this Grant Agreement shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers that is protected by federal or state laws.
- j. "Project" shall mean the remodel at 3525 7th Avenue SW, Olympia, WA.
- k. "Property" shall mean the real property located at 3525 7th Avenue SW, Olympia, WA.
- l. "State" shall mean the state of Washington.

m. "Subgrantee/Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "Subgrantee/Subcontractor" refers to any tier.

n. "Vendor" is an entity that agrees to provide the amount and kind of services requested by the City; provides services under the Grant only to those beneficiaries individually determined to be eligible by the City and provides services on a fee-for-service or per-unit basis.

2.2 Grant Procedures Meeting. Grantee, through their designated accounting personnel, shall meet with the City's Finance Director or designees following execution of this Grant Agreement. This meeting shall be known as the "Grant in-take meeting." This meeting or follow-up meetings shall be for the purpose of establishing procedures for submittal of invoices and requests for reimbursements under this Grant. The City's Finance Director or designees shall outline **required** billing/invoicing format, procedures and required documentation at the Grant in-take meeting between Grantee and the City. **Attendance at this "Grant in-take meeting" or follow-up meetings is mandatory and shall be held prior to any invoices being processed for reimbursement or payment under this Grant Agreement.**

Requests for reimbursement of invoices under this Grant shall be submitted in the format determined by the City. The City will provide Grantee with the "City of Olympia Home Fund Finance Grant Guide" or an internet link to the guide, which shall include form templates for Grantee's reimbursement requests with instructions on preparing same, together with other required forms, including but not limited to a Progress Report for work performed under this Grant Agreement, and information as to what constitutes acceptable documentation to the City that will support reimbursement of Grantee's invoices. Grantee shall provide the City with information as to its fiscal accounting year and the identity and contact information of the Grantee's independent auditor.

2.3 Grant Management and Contract Managers. A representative for each of the Parties shall be responsible for and shall be the contact person for all communications, notices and billings regarding the performance of this Grant Agreement after it is executed by all Parties. Any notices or invoices may be delivered personally to the addressee of the notice, sent by email, or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice or invoice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

The Grant Agreement contract managers for the Parties shall be:

**GRANTOR: CITY OF OLYMPIA**

Cary Retlin, Home Fund Manager  
City of Olympia  
601 4<sup>th</sup> Avenue East  
P.O. Box 1967  
Olympia, WA 98507  
(360) 570-3956  
[cretlin@ci.olympia.wa.us](mailto:cretlin@ci.olympia.wa.us)

**GRANTEE: FAMILY SUPPORT CENTER**

Trish Gregory, Executive Director  
Office: (360) 754-9297 x 206  
Cell: (360) 628-7344  
[TrishG@fscss.org](mailto:TrishG@fscss.org)

**With copies to:**

Connie Cobb  
City of Olympia  
601 4<sup>th</sup> Avenue East  
P.O. Box 1967  
Olympia, WA 98507  
(360) 753-8451  
[ccobb@ci.olympia.wa.us](mailto:ccobb@ci.olympia.wa.us)

**2.4 Compensation.** The City shall pay an amount not to exceed \$50,000 for the performance of all things necessary for or incidental to the performance of work by Family Support Center as set forth in EXHIBIT A - Scope of Work. The Grantee agrees to comply with the financial and administrative requirements set forth in statutes, ordinances and professionally recognized accounting rules.

**2.5 Billing Procedures and Payment.** The Grantee shall submit all requests for reimbursement by invoice to Cary Retlin at [cretlin@ci.olympia.wa.us](mailto:cretlin@ci.olympia.wa.us), Home Fund Manager, City of Olympia, 601 4<sup>th</sup> Ave E., P.O. Box 1967, Olympia, WA 98507 with a copy to Connie Cobb, [ccobb@ci.olympia.wa.us](mailto:ccobb@ci.olympia.wa.us). The City will pay Grantee upon acceptance of the services provided and receipt of properly completed invoices. Payment shall be considered timely if made by the City within forty-five (45) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the respective Grantee. The City may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant. **No payments in advance shall be made by the City in anticipation of services or supplies to be provided under this Grant.** If Grantee's invoices are not submitted to the City within six (6) months of project completion, reimbursement of invoices incurred for work under this Grant may be disallowed by the City in its sole discretion.

**2.6 Non-Supplanting Certification/Duplication of Billed Costs.** The Grantee shall not bill the City for services performed under this Grant, and the City shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service or expenditure. No Grant funds will be used to supplant existing state, local, or other non-federal funding already in place to support current services or funding. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this Grant, or recapture of monies provided under this Grant.

**2.7 Grant Reporting.** Grantee will submit reports to the City in the form and format and at intervals specified by the City, for any work under this Grant performed by Grantee, a Subgrantee(s) or Subcontractor(s) and the portion of Grant funds expended for work performed by it, a Subgrantee(s) or Subcontractor(s), including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business Subcontractor(s) or Subgrantee(s). "Subcontractor(s)" shall mean Subcontractor(s) of any tier.

**2.8 Nondiscrimination.** During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, including but not limited to the Americans with Disabilities Act (ADA), which provides comprehensive civil rights protection to

individuals with disabilities in the areas of employment, public accommodations, government services and telecommunications.

In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with the City. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth in this Grant Agreement.

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

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

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

To assist the City in determining compliance with the foregoing nondiscrimination requirements, Grantee must complete and return to the City the *Statement of Compliance with Nondiscrimination* and the *Equal Benefits Compliance Declaration* attached as EXHIBIT C.

**2.10 Grant Modification.** Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, the City may, by written notification to the Grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant, provided that no such modifications shall be valid unless made in writing and signed by the Parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the Parties hereto, shall not be binding. In addition, notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, the City may analyze Grant expenditures as a proportion of the Grant budget. If the City determines, in its sole discretion, that the Grant funding is underutilized, the City, in its sole discretion, may unilaterally modify the grant to reduce

the balance of the Grant budget. Funds de-obligated by the City as a result of a budget reduction may be made available to other Grantees for the provision of eligible Grant program activities.

2.11 Amendments. This Grant 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.

2.12 Assignment or Subgranting. Neither this Grant Agreement, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of the City.

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of the City. If the City approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, the City may, in writing: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant. Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant Agreement. The Grantee is responsible to the City if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to the City for any breach in the performance of the Grantee's duties. Every subgrant shall include a term that the City is not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

2.13 Indemnification. To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the City, its agents and employees, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any Subgrantee/Subcontractor or its employees. Grantee expressly agrees to indemnify, defend, and hold harmless the City for any claim arising out of or incident to Grantee's or any Subgrantee's/Subcontractor's performance or failure to perform the Grant.

Grantee's obligation to indemnify, defend, and hold harmless the City shall not be eliminated or reduced by any actual or alleged concurrent negligence of the City or its agents, employees and officials. The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City, its officers, agents or employees. This provision of the Grant is and has been voluntarily negotiated between the Parties.

2.14 Insurance. The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the City should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/Subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the City of Olympia, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give the City thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to the City within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section. The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

- a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/Subcontractor provide adequate insurance coverage for the activities arising out of their Grant related activities.
- b. Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- c. Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed by or under Grant to the Grantee.

2.15 Records Maintenance/Examination. The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to recognized professional accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. The Grantee shall retain such records for a period of seven (7) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by the City and its authorized personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Grantee shall disclose to the City the specific location of all records kept by the Grantee for services performed under this Grant Agreement.

2.16 Audit. The Parties agree that all funding and the expenses reimbursed pursuant to invoices paid pursuant to this Grant Agreement is subject to audit by the State Auditor, the City and/or the Grantee's independent audit services. The Parties further agree as follows:

a. General Requirements. If requested by the City, Grantee shall procure independent audit services based on the following guidelines:

(i) The Grantee shall maintain its records and accounts so as to facilitate audits and shall ensure that Subgrantee(s)/Subcontractor(s) also maintain auditable records.

(ii) The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantee(s)/Subcontractor(s).

b. Right to Recapture Disallowed Costs. The City reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

c. Audit Report. Responses to any unresolved financial findings and disallowed or questioned costs shall be included with any audit report. The Grantee must respond to the City's requests for information or a corrective action plan concerning audit issues within thirty (30) days of the date of the City's request.

d. Documentation Requirements. The Grantee must send a copy of any required audit report no later than three (3) months after the end of the Grantee's fiscal year by sending a scanned copy of the Audit Report to Nanci Lien, Finance Director, [nlien@ci.olympia.wa.us](mailto:nlien@ci.olympia.wa.us) or a hard copy to:

City of Olympia  
ATTN: Nanci Lien, Finance Director – GRANT AUDIT COMPLIANCE  
601 4<sup>th</sup> Avenue East  
P.O. Box 1967  
Olympia, WA 98507

2.17 Recapture. In the event that the Grantee fails to perform this Grant in accordance with state or federal laws, municipal ordinances and codes, and/or the provisions of this Grant, the City reserves the right to recapture funds in an amount to compensate the City for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by the City. In the alternative, the City may recapture such funds from payments due under this Grant.

2.18 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions. Grantee, defined as the primary participant and its principals, certifies by signing this Grant Agreement that to the best of its knowledge and belief the Grantee (EXHIBIT D):

A. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.

B. Has not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction,

violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.

C. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549.

D. Has not within a three-year period preceding the signing of this Grant Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.

The Grantee shall keep on file a copy of documentation to support Grantee's check for debarment, suspension, proposed debarment, declaration of ineligibility or voluntary exclusion in all solicitations for lower tier covered transactions. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant Agreement as an addendum, explaining the circumstances why it cannot so certify. The Grantee agrees by signing this Grant Agreement that it shall not knowingly enter into any lower tier covered transaction with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City in writing.

2.19 Confidentiality/Safeguarding of Information. "Confidential or Personal Information" as used in this section includes:

A. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal or Confidential Information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential or Personal Information. The Grantee shall use Confidential or Personal Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential or Personal Information to any third party except with the prior written consent of the City or as may be required by law.

C. The Grantee shall take all necessary steps to assure that Confidential or Personal Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential or Personal Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide the City with its policies and procedures on confidentiality. The City may require changes to such policies and procedures as they apply to this Grant whenever the City reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by the City. Upon request, the Grantee shall immediately take steps to protect any Confidential or Personal Information that the City reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.



D. The Grantee shall notify the City within three (3) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.20 Data Breach. If a Grantee collects data whose security is regulated by federal, state or local law, it is expected that the Grantee will adhere to all relevant laws, rules, and regulations. Grantees are required to train every staff member who may have access to information created or collected under this Grant in proper data security and awareness and the elements of the plan mentioned above. If the Grantee is made aware of a potential or actual breach of the security of any information created or collected as a result of this funding, the Grantee is to notify the City within forty-eight (48) hours of the suspected or actual breach. The Grantee is responsible for compliance with the appropriate laws, rules, and regulations regarding the reporting of a suspected or actual security breach to the proper agencies and participants.

2.21 Restrictions and Certifications Regarding Non-Disclosure Agreements And Related Matters. No Grantee or Subgrantee under this Grant, or entity that receives a procurement contract or subcontract with any funds under this Grant, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of any federal or state department or agency authorized to receive such information. In accepting this award, the Grantee:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict), employees or contractors from reporting waste, fraud, or abuse as described above; and
- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the City, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the City.
- If the Grantee does or is authorized under this Grant to make Subgrantee, procurement contracts, or both:
  - a. It represents that:
    - 1. it has determined that no other entity that the Grantee's application proposes may or will receive Grant funds (whether through a Subgrant, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this Grant is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the City making this Grant, and will resume (or permit resumption of) such obligation only if expressly authorized to do so by the City.

2.22 Disputes. Except as otherwise provided in this Grant Agreement, when a dispute arises between the Parties and it cannot be resolved by direct negotiation, either Party may request a dispute hearing with Keith Stahley, Assistant City Manager, of the City of Olympia, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- A. be in writing;
- B. state the disputed issues;
- C. state the relative positions of the Parties;
- D. state the Grantee's name, address, and Grant number; and
- E. be mailed to the Contract Manager and the other Party's Contract Manager within three (3) working days after the Parties agree that they cannot resolve the dispute.

The responding Party or Parties shall send a written answer to the written request for a dispute hearing to each Party's Contract Manager as designated in this Grant Agreement within five (5) working days. Keith Stahley, Assistant City Manager, or their designee, shall review the written statements and reply in writing to all Parties within ten (10) working days or may extend this time period if necessary, by notifying the Parties in writing that additional time is necessary to review the Parties written statements. The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding. The Parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this Grant shall be construed to limit the Parties' choice of a mutually acceptable alternate dispute resolution (ADR) method such as binding arbitration, in addition to the dispute hearing procedure outlined above.

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

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of requests

for proposals, mailing, advertising and staff time. The City reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by the City to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of its control, fault, or negligence as determined by the City.

Upon termination of this Grant for cause, the City in addition to any other rights provided in this Grant Agreement, may require the Grantee to repay all funds disbursed under this Agreement or may seek specific performance.

After receipt of a notice of termination, and except as otherwise directed by the City's Authorized Representative, the Grantee shall take such action as may be necessary, or as the City's Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which the City has or may acquire an interest.

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

**2.24 Conflict of Interest.** The City may, in its sole discretion by written notice to the Grantee, terminate this Grant if it is found after due notice and examination by the City that there is a violation of the Ethics in Public Service Act, Chapters 42.23 RCW and 42.52 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Grant. Specific restrictions apply to granting with current or former state employees pursuant to Chapter 42.52 of the Revised Code of Washington. If it is determined by the City that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a grant.

In the event this Grant is terminated as provided above, the City shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the City makes any determination under this section shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant Agreement.

**2.25 Authority.** Only the Authorized Representative or the Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant is not effective or binding unless made in writing and signed by all the Authorized Representatives of the Parties to this Grant Agreement. Each individual executing this Agreement on behalf of the City and Grantee represents and warrants that such individuals are duly authorized to execute and deliver this Grant Agreement on behalf of the Grantee or the City.

**2.26 Independent Capacity of the Grantee.** The Parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the City. The Grantee will not hold itself out as or claim to be

an officer or employee of the City, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee of the City under law. Conduct and control of the work will be solely with the Grantee.

2.27 Political Activities. Political activity of Grantee or its employees and officers are limited by the provisions of the Fair Campaign Practices Act, Chapter 42.17A RCW. No Grant funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office, or as otherwise prohibited by law or the rules and regulations of the State's Public Disclosure Commission (EXHIBIT E).

2.28 Publicity. The Grantee agrees not to publish or use any advertising or publicity materials in which the City's name is mentioned, or language used from which the connection with the City's name may reasonably be inferred or implied, without the prior written consent of the City.

2.29 Governing Law and Venue. This Grant Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.30 Compliance with Laws. Grantee shall comply with and perform the services contemplated by this Grant in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

2.31 Licensing, Accreditation and Registration. The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant, including but not limited to maintaining a valid license with the Washington Secretary of State as a Washington Non-Profit Corporation.

2.32 Registration with Department of Revenue. If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

2.33 City Business License. Grantee and any subgrantee/subcontractor performing work under this Grant Agreement shall apply for and obtain a City business license. A City business license is a prerequisite to reimbursement of any invoices under this Grant Agreement.

2.34 Taxes. All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff, including but not limited to all applicable sales or use taxes, shall be the sole responsibility of the Grantee.

2.35 Right of Inspection. The Grantee shall provide right of access to its facilities to the City, or any of its officers or employees, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

2.36 Savings. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, the City may terminate the Grant under the "Termination for Convenience" clause, without the ten (10) calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

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

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

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

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

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

2.42 Assurances. The Grantee affirms that it has the requisite training, skill and experience necessary to meet the terms of this Grant and is appropriately accredited and licensed by all applicable agencies and governmental entities.

2.43 Counterparts. This Grant Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

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

2.45 Electronic, Digital or Scanned Signatures. This Grant Agreement may be executed by electronic, digital or scanned signature by any Party's Authorized Representative. Such electronic, digital or scanned signature shall be recognized and accepted by all Parties as if such signature were actually signed on the Grant Agreement by the Party's Authorized Representative.

2.46 Ratification. Once the Grant is approved by the Parties, any work performed prior to the effective date of this Grant Agreement that falls within the Scope of Work, EXHIBIT A, of this Agreement, and is consistent with the Grant's terms, is hereby ratified and confirmed.

2.47 Recitals Incorporated by Reference. The Recitals set forth above are hereby incorporated into this Grant Agreement as though fully set forth herein.

2.48 All Writings Contained Herein. This Grant Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the Parties hereto unless reduced to writing and signed by all Parties to this Grant Agreement.

2.49 Effective Date. This Grant Agreement is effective as of the date of the last signature of an Authorized Representative affixed hereto.

**IN WITNESS WHEREOF**, the Parties, through their respective Authorized Representatives, hereby have caused this Grant Agreement to be executed as of the dates set forth below:

**GRANTEE:**

**FAMILY SUPPORT CENTER**, a Washington non-profit corporation

*I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I am authorized by Family Support Center to sign this Grant Agreement as its Authorized Representative.*

By: Trish Gregory  
Trish Gregory, Executive Director

Date: 03/25/2021

**GRANTOR:**

**CITY OF OLYMPIA**, a Washington municipal corporation

*I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I am authorized by the City of Olympia to sign this Grant Agreement as its Authorized Representative.*

By: \_\_\_\_\_  
Steven J. Burney, City Manager

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

APPROVED AS TO FORM:

Annaliese Harsen  
Annaliese Harsen, Deputy City Attorney

# **EXHIBIT A**

## **Scope of Work**

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **Construction of Family Shelter Beds**

The Family Support Center of South Sound ("FSC") will oversee construction and capital expenses for facility renovations to transform existing office space into a 10-bed shelter for homeless children and their families who would otherwise be unsheltered. Families will be placed at shelter through Thurston County's Coordinated Entry system based on scoring on their vulnerability assessment.

The shelter program will be located at:  
3525 7<sup>th</sup> Ave SW  
Olympia, WA 98502

#### **Description of Renovations**

The new shelter will occupy a portion of the first floor of existing commercial office space at the Family Support Center's main campus on the west side of Olympia. Existing private offices will be converted to shelter. Sprinkler heads, doors, and windows within each sleeping room will be modified to meet code requirements. A wall will be constructed to isolate the shelter space from the adjacent area utilized for commercial purposes. A shared full kitchen, laundry area, and an additional full bathroom/shower/tub will be added.

#### **Operations**

Program will operate as a continuous stay shelter and will provide intensive Housing focused services. FSC will provide housing case management services to residents which are driven by the needs of the resident, are flexible, use a strengths-based approach and are focused on obtaining and maintaining housing. Operational funding is not included in this agreement, nor is this agreement a commitment for operational support for this facility.

#### **Safety and Compliance with applicable law**

FSC will ensure construction contractor and subcontractors adhere to all Thurston County COVID-19 safety requirements relevant to this worksite. FSC's contractor and subcontractors will apply for and adhere to all relevant City of Olympia permits and inspections required and shelter operations will not begin until occupancy is approved by City of Olympia.

#### **Fiscal Reporting**

Proof of payment to contractor or contractor's invoicing including relevant material payroll, or other supporting documents must be included with invoice. Food and alcohol are not permitted construction-related expenses. Documentation of invoicing and payment from other project funders must be furnished upon request to ensure invoices submitted to City have not been paid by other funding sources.



**BUDGET**  
**Construction of The Family Support Center of South Sound Campus Shelter Beds**

<b>Item</b>	<b>Unit</b>	<b>Total</b>
Construction costs related to capital expenses for facility renovations. Can include materials, labor, permits, licenses, fees insurance and other expenses relevant to construction.	1	\$50,000
		<b>\$50,000</b>

**Invoicing**

All invoices must be emailed to the City at [ccobb@ci.olympia.wa.us](mailto:ccobb@ci.olympia.wa.us) and [cretlin@ci.olympia.wa.us](mailto:cretlin@ci.olympia.wa.us).

The invoice must be signed by an authorized employee who is certifying that all amounts billed are a true accounting of expenses that have been incurred and paid by the FSC and are eligible expenses as outlined in this agreement.

**Attach Supporting Documentation to Invoice**

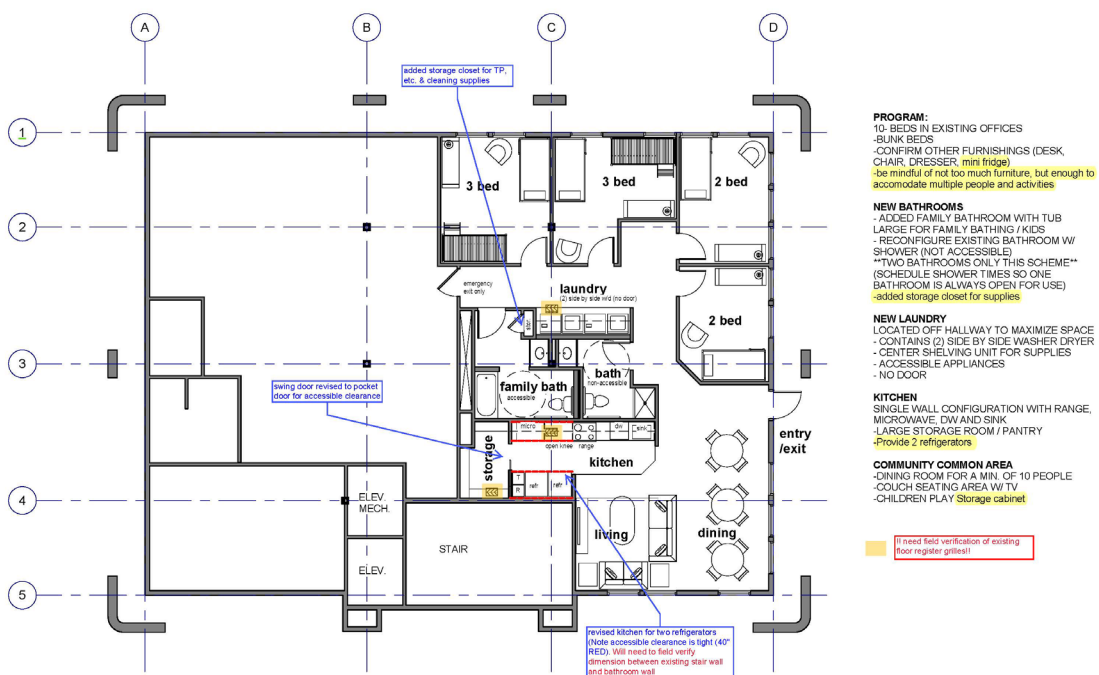
Staffing documentation should include the staff person name, title, number of hours worked under the Agreement and amount paid for the billing period.

Construction cost documentation should include copies of invoices paid or receipts of items purchased. Receipts need to show date of purchase and items purchased.

**Items Not Eligible for Reimbursement**

Food and alcohol are not permitted construction-related expenses.

# EXHIBIT B



FSCSS EMERGENCY SHELTER  
3525 7TH AVE. SW OLYMPIA, WA

JOHNSON BRAUND Inc.  
15200 52nd Ave. South, Suite 300  
Seattle, WA 98188  
206-766-9300

1 SELECTED PLAN - 10 BED EMERGENCY SHELTER  
1/8" = 1'-0"

FAMILY SUPPORT CENTER OF SOUTH SOUND

P5

rev. 10-19-20

# **EXHIBIT C**

## **Statement of Compliance with Nondiscrimination and Equal Benefits Compliance Declaration**

## EXHIBIT C

### 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. 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.

Trish Gregory  
Authorized Representative, Family Support Center  
Trish Gregory, Executive Director

03/25/2021  
Date

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

\_\_\_\_\_  
(Sole Proprietor Signature)

\_\_\_\_\_  
(Date)

## EXHIBIT C (cont.)

### EQUAL BENEFITS COMPLIANCE DECLARATION

**Contractors or consultants on City agreements or contracts estimated to cost \$50,000 or more** shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

---

I declare that the Grantee listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Grantee as its Authorized Representative.

Trish Gregory  
Authorized Representative for Family Support Center,  
Grantee  
Trish Gregory, Executive Director  
Date: 03/25/2021

# **EXHIBIT D**

## **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

## **EXHIBIT D**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The undersigned hereby states that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency. Further, by signing this certification, the undersigned certifies that it has not, within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.

The undersigned further certifies that it is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549, nor has it within a three-year period preceding the signing of this Grant Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.

If the undersigned on behalf of the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant Agreement as an addendum, explaining the circumstances why it cannot so certify herein.

The undersigned agrees by signing this Certification that it shall not knowingly enter into any lower tier covered transaction with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Grant, unless authorized by the City in writing. The undersigned further agrees by signing this Certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### **LOWER TIER COVERED TRANSACTIONS**

- A. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency.
- B. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation in writing to this Grant Agreement.

## EXHIBIT D (cont.)

- C. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

Trish Gregory  
Signature of Authorized Representative  
of Family Support Center

Date: 03/25/2021

Trish Gregory  
Print Name

Title: Executive Director



**EXHIBIT E**

**Certification Regarding  
Lobbying**

## EXHIBIT E

### CERTIFICATION REGARDING LOBBYING

This certification is a material representation of fact upon which reliance was placed when this Grant was authorized or executed. Submission of this certification is a prerequisite for making or entering into this Grant Agreement.

The undersigned certifies, to the best of his or her knowledge and belief, that;

**A.** No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

**B.** If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here TG and complete and submit "Disclosure of Lobbying Activities" in accordance with its instructions.

**C.** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

**D.** The undersigned certifies that political activity of Grantee or its employees and officers are limited by the provisions of the Fair Campaign Practices Act, Chapter 42.17A RCW. The undersigned further certifies that no Grant funds will be used for working for or against ballot measures or for or against the candidacy of any person for public office, or as otherwise prohibited by law or the rules and regulations of the Washington State Public Disclosure Commission. The undersigned further certifies that violation of this term is grounds for termination of the Grant by the City of Olympia.

Trish Gregory  
Signature of Authorized Representative  
of Family Support Center

Date: 03/25/2021

Trish Gregory  
Print Name

Title: Executive Director



## City Council

### Approval of a Resolution Authorizing Amendment One to an Interlocal Agreement with the Regional Housing Council Regarding Use of Senate House Bill 1406 Funds

**Agenda Date:** 4/13/2021  
**Agenda Item Number:** 4.D  
**File Number:** 21-0346

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

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#### Title

Approval of a Resolution Authorizing Amendment One to an Interlocal Agreement with the Regional Housing Council Regarding Use of Senate House Bill 1406 Funds

#### Recommended Action

##### Committee Recommendation:

Not referred to a council committee. This action is supported by the Regional Housing Council (RHC).

##### City Manager Recommendation:

Move to approve the Resolution authorizing amendment one to an Interlocal Agreement with the RHC regarding use of Senate House Bill (SHB) 1406 Funds.

#### Report

##### Issue:

Whether to approve a Resolution authorizing amendment one to an Interlocal Agreement with the RHC regarding use of SHB 1406 Funds.

##### Staff Contact:

Keith Stahley, Assistant City Manager 360.753.8227

##### Presenter(s):

None - Consent Calendar Item.

#### Background and Analysis:

The RHC reviewed and approved the proposed amendments to the Regional Housing Council Interlocal Agreement at their March 18, 2021 meeting. This amendment will allow the SHB 1406 Funds collected by the City to be used by the Regional Housing Council as part of its pooled funds. SHB 1406 dollars can be used for a variety of homeless programs and projects.

SHB 1406 allows local jurisdictions (cities and counties) to impose a local state-shared sale and use

tax to fund affordable or supportive housing. The consumer does not pay this tax, and the effective sales tax rate remains the same. Instead, this tax is credited against the 6.5% state sales tax.

Depending on the population of the local jurisdiction, funds from this tax must be used for the following:

- acquisition, rehabilitation or construction of affordable housing
- funding the operations and maintenance costs of new units of affordable or supportive housing, or
- provide rental assistance to tenants

Thurston County will receive these funds from the City and act as the fiscal agent for their collection and dispersal.

**Neighborhood/Community Interests:**

Homelessness and housing are issues of regional concern.

**Options:**

1. Approve Resolution Approving Amendment One to the RHC Interlocal Agreement Regarding Use of SHB 1406 Funds.
2. Do not approve Resolution Approving Amendment One to the RHC Interlocal Agreement Regarding Use of SHB 1406 Funds.
3. Provide the City Manager with feedback and direction regarding other possible next steps in this process.

**Financial Impact:**

The City of Olympia receives approximately \$330,000 in SHB 1406 dollars per year. These funds will not be available to the City of Olympia to allocate.

**Attachments:**

Resolution  
Amended Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING AMENDMENT NO. ONE TO THE INTERLOCAL AGREEMENT BETWEEN  
THURSTON COUNTY AND THE CITIES OF OLYMPIA, LACEY, TUMWATER, AND  
YELM DISSOLVING THE HEALTH AND HUMAN SERVICES COUNCIL, THE  
COMMUNITY INVESTMENT PARTNERSHIP, AND CREATING THE REGIONAL  
HOUSING COUNCIL**

**WHEREAS**, in 2020, Thurston County and the Cities of Olympia, Lacey, Tumwater and Yelm (the Jurisdictions) entered into an Interlocal Agreement which dissolved the Health and Human Services Council, the Community Investment Partnership, and created the Regional Housing Council (the Agreement); and

**WHEREAS**, under the Agreement, the Jurisdictions mutually share decision making responsibilities related to homelessness and affordable housing in Thurston County, collaborate to expand affordable housing options, and share the planning for, identification of, and resource allocation to activities and programs intended to support individuals experiencing homelessness in Thurston County; and

**WHEREAS**, the Jurisdictions agreed that by collaborating, these activities and programs will be delivered more efficiently and effectively and the costs and impacts of managing them will be shared equitably by the Jurisdictions; and

**WHEREAS**, Senate House Bill (SHB) 1406 allows local jurisdictions to impose a local state-shared sales and use tax to fund affordable or supportive housing; and

**WHEREAS**, on March 18, 2021, the Regional Housing Council (RHC) reviewed and approved proposed amendments to the Agreement to allow SHB 1406 funds collected by the cities to be used by the Regional Housing Council as part of its pooled funds;

**WHEREAS**, after considering the proposed amendments, the Olympia City Council determines it to be in the best interest of the City of Olympia to amend the Agreement regarding the use of SHB 1406 funds;

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

1. The Olympia City Council hereby approves the form of Amendment No. One to the Interlocal Agreement between the City of Olympia, the City of Lacey, the City of Tumwater, the City of Yelm, and Thurston County regarding the use of SHB 1406 funds and the terms and conditions contained therein.

2. The City Manager is authorized and directed to execute on behalf of the City of Olympia Amendment No. One to the Interlocal Agreement and any other documents necessary to execute said Amendment, to make any minor modifications as may be required and are consistent with the intent of Amendment No. One and the Interlocal Agreement, and to execute any future amendments that are consistent with the intent of the Interlocal Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

**Mark Barber**  
CITY ATTORNEY

## **AMENDMENT NO. ONE**

### **INTERLOCAL AGREEMENT FOR DISSOLVING THE HEALTH AND HUMAN SERVICES COUNCIL, THE COMMUNITY INVESTMENT PARTNERSHIP, AND CREATING THE REGIONAL HOUSING COUNCIL**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into pursuant to the authority of Chapter 39.34 RCW in duplicate originals between the City of Olympia, Washington, a Washington municipal corporation; the City of Lacey, Washington, a Washington municipal corporation; the City of Tumwater, Washington, a Washington municipal corporation; the City of Yelm, Washington, a Washington municipal corporation; and Thurston County, Washington, a Washington municipal corporation; collectively referred to as "Jurisdictions" and individually as "Jurisdiction."

In consideration of the terms, conditions, covenants, and performances contained herein, it is mutually agreed by the Jurisdictions as follows:

**WHEREAS**, Amendment One to this Agreement adds clarification and requirements to how the signatories of this Agreement will manage and make decisions concerning RCW 82.14.540 ("SHB 1406") funds; and

**WHEREAS**, there is a homeless crisis in Thurston County; and

**WHEREAS**, the Thurston County Board of Health ("BOH") has declared homelessness a public health crisis; and

**WHEREAS**, the Thurston County Board of County Commissioners ("BoCC") has adopted a five-year Homeless Crisis Response Plan ("HCRP"); and

**WHEREAS**, the City of Olympia has also declared a public health emergency related to homelessness and is developing a Homeless Response Plan; and

**WHEREAS**, the Cities of Tumwater and Lacey have invested significant time and energy developing strategic approaches to homelessness and housing issues; and

**WHEREAS**, the COVID-19 pandemic has dramatically compounded the emergent housing and homeless situation in Thurston County; and

**WHEREAS**, the residential vacancy rate is below 5% and rental rates have continued to climb making housing less affordable to a growing segment of area residents; and

**WHEREAS**, in the urban portion of the county, approximately 50% of the residents are renters; and

**WHEREAS**, Thurston County's poverty rate is 11% and the United Way's ALICE (Asset Limited, Income Constrained, Employed) report indicates that 36% of Thurston County households are rent burdened, which is defined as paying more than 30% of their income for housing; and

**WHEREAS**, the Jurisdictions agree that it is mutually beneficial to share decision making responsibilities related to homelessness and affordable housing in Thurston County; and

**WHEREAS**, the Jurisdictions agree that it is mutually beneficial to collaborate to expand affordable housing options and share the planning for, identification of, and resource allocation to activities and programs intended to support individuals experiencing homelessness in Thurston County; and

**WHEREAS**, the Jurisdictions agree that by collaborating, these activities and programs will be delivered more efficiently and effectively and the costs and impacts of managing them will be shared equitably by the Jurisdictions; and

**WHEREAS**, the Jurisdictions agree that dissolving the Health and Human Services Council ("HHSC") and creating the Regional Housing Council ("RHC") will aid in efficient and effective decision making related to responding to the homeless and housing affordability crisis.

**NOW, THEREFORE**, it is hereby agreed as follows:

**1. Regional Housing Council to Replace Health and Human Services Council.**

The signatories of this Agreement hereby agree to dissolve the HHSC and create the RHC. All records related to the HHSC shall be preserved by Thurston County. Dissolving the HHSC does not change any prior commitments made by that Council. Any assets remaining with the HHSC are hereby transferred to the RHC.

**2. Purpose of the RHC.**

A. The primary purpose of the RHC is to leverage resources and partnerships through policies and projects that promote equitable access to safe and affordable housing. The RHC will consider issues specifically related to funding a regional response to homelessness and affordable housing and how to better coordinate existing funding programs, which may include, RCW 36.22.179 (ESSHB 2163) and RCW 36.22.178 (SHB 2060) funds, HOME Investment Partnership Program ("HOME"), Consolidated Homeless Grant ("CHG"), Housing and Essential Needs ("HEN"), RCW 82.14.540 (SHB 1406), Community Development Block Grant ("CDBG") and other related funding sources such as a regional home fund to help implement the five-year HCRP and increase affordable housing options.



- B. To achieve this purpose, the RHC may assist in monitoring the implementation of the County's five-year HCRP by setting priorities and making funding decisions on projects and programs that implement the HCRP. Additionally, the RHC may provide a forum for consideration of policy options related to homelessness and to encourage development of regional approaches to planning for, responding to, and funding homeless services and facilities and expanding affordable housing options.

### **3. Term.**

The term of this Agreement shall be effective upon the approval of the last Jurisdiction's governing body, and shall be effective for five years, unless amended pursuant to Section 12 of this Agreement. Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040. This Agreement may be extended upon the mutual written approval of the Jurisdictions on an annual basis thereafter.

### **4. Governance.**

- A. The RHC shall consist of one voting member and one alternate member from each of the Jurisdictions which comprise more than 5% of the county population.
- B. Individual Jurisdictions which comprise less than 5% of the county population may participate on the RHC in a non-voting capacity.
- C. One voting member and one alternate member shall be selected by and from the group of Jurisdictions whose population is 5% or less of the county population.
- D. Each Jurisdiction shall send a decision-making member of its staff to support and participate on the RHC in a non-voting capacity.
- E. The chairs of the Technical and Communications Working Teams, as established in Section 9 of this Agreement, and the program manager of the Lead Agency, as established in Section 8 of this Agreement, shall serve in an ex officio capacity and will also participate in the RHC in a non-voting capacity.
- F. The RHC may invite subject matter experts, such as representatives of the Housing Action Team ("HAT"), to provide input and information to inform the work of the RHC. The RHC recognizes the role of the Homeless Housing Hub ("HHH") as the local Continuum of Care.
- G. All meetings of the RHC shall be open and public as provided for in Title 42.30 RCW.

- H. A quorum, defined as a minimum of three (3) voting members, is required to hold a meeting.
- I. It is the intent of the RHC to operate based on consensus. If a consensus cannot be achieved, action by the RHC shall be by vote of those members present. A minimum of three (3) affirmative votes are required to approve an action. Absent voting members cannot delegate their voting authority; however, alternate members shall have full voting rights when the regular member is not present. Non-voting members, decision-making staff (as specified in Paragraph D of this Section), Working Team Chairs, and ex officio members shall not have a vote; however, they are encouraged to participate in committee discussions and deliberations.
- J. If necessary, actions taken by the RHC shall be taken for final consideration and approval to the respective legislative Councils and Commissions.
- K. Officers shall be elected annually by vote of the members. The RHC shall annually elect a chair and vice-chair. Either the chair or vice-chair shall be from the Lead Agency, as described in Section 8 of this Agreement. The duties of the chairs shall be to preside over the RHC meetings and provide a direct link to the RHC with administrative staff of the Lead Agency. The vice-chair will preside over the RHC meeting if the chair is not present and will support the chair in their duties.
- L. Membership of the RHC may only be increased or changed following an affirmative vote of the members of the RHC and by amending this Agreement as provided in Section 12 below.
- M. The RHC may adopt a set of bylaws setting forth the manner in which it will perform its functions.

**5. Scope of Work.**

- A. The responsibilities of the RHC SHALL include, but are not limited to:
  - a. Making recommendations to regional elected and appointed leaders on funding decisions related to implementing the five year HCRP and expanding shelter and affordable housing, including but not limited to ESSHB 2163 and SHB 2060 funds, HOME, CHG, HEN, SHB 1406, dollars and other funding sources as may be created or identified in the future.
  - b. Recommending an annual RHC budget, which shall detail the authorized expenditures for the coming fiscal year, for approval by the governing body of each Jurisdiction. The fiscal year for the RHC shall be July 1 to June 30.

- c. Establishing an annual RHC work plan, specifying the activities planned for the coming fiscal year, to accompany the recommended annual budget.
- d. Submitting an annual report to the governing body of each Jurisdiction, apprising that Jurisdiction of the tasks undertaken and accomplishments of the RHC in the previous fiscal year.

B. The responsibilities of the RHC MAY include, but are not limited to:

- a. Monitoring the five-year HCRP and support actions necessary to implement the plan.
- b. Identifying and supporting projects, programs, and policies that increase shelter and affordable housing throughout the region.
- c. Identifying and supporting projects, programs, and policies that further the objectives of the HCRP and will reduce the number of unsheltered individuals living in the Jurisdictions.
- d. Identifying and supporting the construction and operation of supportive housing options and units in the Jurisdictions.
- e. Serving as a regional forum for development and implementation of policies, programs, and projects related to homelessness and affordable housing.
- f. Developing communication protocols to assist local elected officials and the community in understanding the extent and nature of the homeless and housing crisis in the Jurisdictions.
- g. Considering changes to the organization structure necessary to create organizational capacity to effectively carry out these responsibilities over the long term. This may include a review of role and relationship between the RHC and the HHH, HAT, and other groups playing a role in the housing and homeless policy development and funding decisions.
- h. Taking other appropriate and necessary action to carry out the purposes of this Agreement, provided that any commitment of resources outside the scope of the annual budget or policies not within the annual work plan shall be subject to the ultimate approval of the governing bodies.

**6. Funding.**

- A. Members agree to pool funding including, but not limited to, ESHB 2163, SHB 2060, HOME, CHG, SHB 1406, Human Services Fund (HSF), and other related funding sources as may be identified or created in the future to the extent allowed by federal and state law.
- B. The Jurisdictions comprising 5% or more of the County population shall allocate a minimum annual amount equal to not less than one half of one percent of the last full year of general sales and use taxes pursuant to RCW 82.14.030(1) as of the time the jurisdiction is adopting its budget to HSF for projects, programs, and activities providing direct support to our Jurisdictions' most vulnerable residents. For example, the 2020 funding contribution for a jurisdiction adopting its budget in the fall of 2019 would be based upon the 2018 full year of collections. In addition, any jurisdiction may choose to contribute additional funding subject to the approval of its Council and the requirements of the applicable fund source. The funds will be incorporated as part of the RHC's purview. Funds remaining at the end of the calendar year shall be available for expenditure in the following year. The Lead Agency shall earmark such funds for future expenditures, and, if necessary, budget the same in the adoptive budget for the ensuing year.
  - i. The Lead Agency will utilize 10% of the annual required funding contribution by the participating Jurisdictions, pursuant to Section 6.B, above, for administrative costs, such as contract and fiscal management.
  - ii. Jurisdictions that individually comprise less than 5% of the county population shall be exempt from the HSF allocation.
- C. All funds contributed by members of the RHC and any other funds devoted to the purposes set forth in this Agreement, shall be deposited in the treasury of the Lead Agency, as described in Section 8, for the period in which the funds are to be expended.
- D. The SHB 2060 surcharge funds will be used as the twenty-five percent (25%) match requirement for HOME entitlement funds.
- E. Unspent funds may be carried over and used in subsequent years to the extent allowed by federal and state law for projects, programs, and activities consistent with this Agreement.
- F. The RHC will make funding recommendations and will serve in an advisory capacity to the BoCC, which have final approval of awards and distribution of grant funding. The BoCC shall give substantial weight and consideration to the recommendations of the RHC. With respect to the HSF, the BoCC

will authorize funding for these grants but will not deviate from the funding recommendations provided by the RHC.

- G. In the event the BoCC deviates from the funding recommendations provided by the RHC, the BoCC will provide revised recommendations to the RHC for consideration. After the RHC reviews the BoCC revised recommendations, the RHC will submit a final recommendation to the BoCC. The BoCC will assess the recommendations by the RHC and make a final decision.
- H. With respect to SHB 1406, the Jurisdictions commit to a regional project using this funding. Further, the BoCC will not approve any project until and unless each legislative body has taken action to endorse the RHC recommendation.
- I. Jurisdictional allocations of the CDBG fund shall take into consideration the goals, objectives, programs, and projects developed and approved by the RHC.
- J. The Jurisdictions agree to pool SHB 1406 funds received after January 1, 2021, under the following conditions and processes:
  - i. The RHC will determine whether to bond SHB 1406 tax revenue.
  - ii. The RHC will implement a process to identify and select projects and actions using SHB 1406 tax revenue. The RHC will prepare, and update, as needed, both Year One annual funding plans and Year Two and Three funding plans for using SHB 1406 tax revenue.
  - iii. Year One annual funding plans will identify specific projects or actions for using SHB 1406 tax revenue.
  - iv. Year Two and Three funding plans will outline the RHC's general funding priorities for using SHB 1406 tax revenue during that period.
  - v. The Jurisdictions will submit SHB 1406 tax revenue on a quarterly basis to the RHC Lead Agency, which will serve as the contracting agency for pooled SHB 1406 tax revenue.
  - vi. The RHC Lead Agency will abide by SHB 1406 requirements regarding an administrative fee for managing SHB 1406 tax revenue. As of January 2021, the SHB 1406 legislation does not provide for administrative costs.
  - vii. The RHC Lead Agency will coordinate with the Jurisdictions in preparing the required local and state reporting materials.

- viii. The Jurisdictions may not utilize its own SHB 1406 tax revenue prior to adding the funds to the pooled account.
- ix. If more than one year of SHB 1406 tax revenue is collected without a project or action being identified and the funds have not been bonded, the Jurisdictions may request to have a portion of their contribution returned for use by the Jurisdiction. The RHC must vote to approve returning funds to a Jurisdiction.

**7. Contribution.**

- A. Each Jurisdiction that is a member under Section 4.A of this Agreement, shall strive to make an in-kind contribution of up to 0.25 FTE staff to support the work of the RHC. Staff support may include, but is not limited to, participation on Working Teams as defined under Section 9 of this Agreement, tasks identified in the annual work plan required under Section 5.A.c, or tasks to support the operation of the RHC. As needed, Jurisdictions shall discuss dedicating additional staff resources beyond a 0.25 FTE to achieve the annual work plan or to implement special projects.
- B. Costs associated with the operations of the RHC, in excess of the revenues available from program funded administrative allocations, shall be distributed among the Jurisdictions on a pro rata basis using the most recent population figures provided by the State of Washington.
- C. These operational costs may include but are not limited to: staff, office space, furnishing, equipment and supplies, and administrative overhead necessary for the Lead Agency to support the RHC. Where administrative dollars are provided for in the funding source, these funds shall be used to offset operational costs of the RHC to the extent allowed by the funding source. These administrative costs shall be allocated to the Fiscal Agent of the RHC, as described in Section 8 of this Agreement.

**8. Lead Agency.**

Thurston County will act as the Fiscal Agent and Lead Agency on behalf of the Jurisdictions in administering all contracts and processing all invoices and receipts. Thurston County shall name a program manager who shall be responsible for the operations of the RHC. The task of the program manager will include, but are not limited to: meeting coordination and agenda preparation in consultation with the chair and vice-chair, preparation of meeting minutes, support to develop and implement the annual work plan, and coordination of the annual request for proposal and award process. The Lead Agency will submit invoices to each Jurisdiction for their share of the costs as identified in Section 6.B.a. The Jurisdiction will remit payment to the Lead Agency no later than 30 days from the date of the invoice.

The Lead Agency and Fiscal Agent roles shall be revisited every five (5) years throughout the duration of this Agreement.

**9. Working Teams.**

The RHC may use the following staff Working Teams to inform and support the RHC:

- Technical Working Team to provide objective technical feedback regarding project and policy proposals.
- Communications Working Team to develop clear and coordinated communications around project and policy proposals and funding recommendations.

Each voting member Jurisdiction that is a member under Section 4.A of this Agreement will assign at least one staff member to participate on each Working Team. The RHC may create additional Working Teams or dissolve Working Teams in accordance with Section 4.I of this Agreement.

**10. Relationship of the Jurisdictions.**

This Agreement is for the benefit of the Jurisdictions. No separate legal entity is created by this Agreement. No administrator or joint board is created by this Agreement, although a Fiscal Agent and Lead Agency are established by Section 8 herein. No personal or real property is to be jointly acquired or held. Each Jurisdiction is responsible for directing the work of its staff. RHC members may not direct or supervise the work of staff from another Jurisdiction. An RHC chair or vice-chair may coordinate and work with staff from another Jurisdiction to fulfill the responsibilities of the RHC.

**11. Indemnification and Hold Harmless.**

- A. To the extent permitted by law, each Jurisdiction agrees to indemnify, defend, and hold harmless the other Jurisdiction, their officers, officials, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, actions, liabilities, expenses, and judgments of any nature whatsoever, including without limitation, court and appeal costs and attorneys' fees, to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, caused by or arising out of any negligent act, errors, or omissions, of that Jurisdiction, its employees, agents, or volunteers or arising out of, in connection with, or incident to that Jurisdiction's performance or failure to perform any aspect of this Agreement.
- B. The Jurisdictions waive their immunity under the Washington State Industrial Insurance Act, Title 51 RCW, to the extent required by this indemnification and hold harmless provision. Provided, however, the foregoing waiver shall not in

any way preclude a Jurisdiction from raising such immunity as a defense against any claim brought against a Jurisdiction by any of the Jurisdiction's respective employees. This waiver has been mutually negotiated by the Jurisdictions.

- C. The provisions of this section shall survive the completion or expiration of this Agreement or termination whether termination is by all Jurisdictions, or by one or more Jurisdictions.
- D. The Jurisdictions agree to support each other in pursuing these purposes and responsibilities and operate in good faith and partnership in carrying them out. Risk and accountability shall be shared to the extent possible by the Jurisdictions.

## **12. Amendments.**

This Agreement may be amended as needed by mutual written agreement of all Jurisdictions as executed by each Jurisdiction's authorized governing authority as provided in Chapter 39.34 RCW.

## **13. Termination.**

This Agreement may be terminated as to any single Jurisdiction when the terminating Jurisdiction provides written notice to all other Jurisdictions, as set out in Section 14, at least 60 days prior to its intended withdrawal from this Agreement. The withdrawing Jurisdiction agrees to be responsible for its share of any costs incurred or encumbered pursuant to this Agreement through the remainder of the year of such withdrawal.

## **14. Jurisdiction Representative.**

The following are designated as representatives of the respective Jurisdictions. Notice provided for in this Agreement shall be sent to the designated representatives by certified mail to the addresses set forth below. Notice will be deemed received three business days following posting by the U.S. Postmaster.

**City of Lacey**, c/o City Manager, 420 College Street SE, Lacey, WA 98503

**City of Olympia**, c/o City Manager, P.O. Box 1967, Olympia, WA 98507

**City of Tumwater**, c/o City Administrator, 555 Israel Road SW, Tumwater, WA 98501

**City of Yelm**, c/o Mayor, 106 Second St. SE Yelm, WA 98597

**Thurston County**, c/o County Manager, 2000 Lakeridge Drive SW, Olympia, WA 98502



**15. Governing Law and Venue.**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each Jurisdiction hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action of lawsuit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

**16. Severability.**

If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Jurisdictions' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

**17. Entire Agreement.**

The Jurisdictions agree that this Agreement, is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

**18. Non-Waiver of Rights.**

The Jurisdictions agree that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

**19. Equal Opportunity to Draft.**

The Jurisdictions have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Jurisdiction upon a claim that that Jurisdiction drafted the ambiguous language.

IN WITNESS WHEREOF, the Parties hereto have caused Amendment No. One to this Interlocal Agreement to be executed by the dates and signature herein under affixed. The persons signing Amendment No. One to this Interlocal Agreement on behalf of the Parties represent that each has authority to execute Amendment No. One to this Interlocal Agreement on behalf of the Party entering into this Interlocal Agreement.

**THURSTON COUNTY**

\_\_\_\_\_  
Tye Menser, Chair of the Board of County Commissioners

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
JON TUNHEIM  
PROSECUTING ATTORNEY

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

**CITY OF LACEY**

\_\_\_\_\_  
Scott Spence, City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lacey City Attorney

**CITY OF OLYMPIA**

\_\_\_\_\_  
Steven J. Burney, City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By: Mark Barber  
Olympia City Attorney

**CITY OF TUMWATER**

\_\_\_\_\_  
Pete Kmet, Mayor

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Tumwater City Attorney

**CITY OF YELM**

\_\_\_\_\_  
JW Foster, Mayor

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Yelm City Attorney



## City Council

### Approval of a Resolution Authorizing a Project Funded Increase in City Staffing by One Quarter Full-Time-Equivalent to Support the Design and Re-construction of the Armory Creative Campus

**Agenda Date:** 4/13/2021  
**Agenda Item Number:** 4.E  
**File Number:** 21-0356

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

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#### Title

Approval of a Resolution Authorizing a Project Funded Increase in City Staffing by One Quarter Full-Time-Equivalent to Support the Design and Re-construction of the Armory Creative Campus

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee.

##### City Manager Recommendation:

Move to approve a Resolution authorizing a project funded increase in City staffing by one quarter full-time-equivalent to support the design and re-construction of the Armory Creative Campus.

#### Report

##### Issue:

Whether the City Council should approve a Resolution increasing City staffing by one quarter full-time-equivalent, project-funded position to support the design and re-construction of the Armory Creative Campus.

##### Staff Contact:

Paul Simmons, Director, Parks, Arts & Recreation 360.753.8462

##### Presenter(s):

None - Consent Item

#### Background and Analysis:

The City is actively working to acquire the Olympia Armory building at 5151 Eastside St SE for use as a Creative Campus. The City plans to secure the services of a consultant to determine community vision, design and development strategies and construction services needed for the adaptive reuse of the building. This project is led by the Arts, Cultures and Heritage (ARCH) Team, however there is not currently sufficient staff time among the group available to manage this project. T

At the March 30, 2021 Council Meeting, Council approved Resolution No. M-2205 to use Parks acquisition funding to reimburse the Economic Development Reserve in Capital Improvement Fund. The reimbursement amount of \$315,424.72 is related to the purchase costs for the 911 Adams Street property. The reimbursement funds will come from the Parks Voted Utility Tax Fund with a proviso that the reimbursement will be used to establish a Park's Armory Creative Campus Project to jointly support the potential future acquisition of the Armory building and establishment of a Creative Campus.

The position will continue through the design and development strategies and constructions needed for the adaptive reuse of the building OR two years, whichever comes first. Funding for both the consultant and the proposed .25 FTE will come from the designated Armory Creative Campus Project.

The appropriation request for the Armory Creative Campus Project funding will be included in an upcoming quarterly budget amendment ordinance

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

Community interest in the Armory Creative Campus has been demonstrated with a community organized petition that includes over 2,400 signatures, with support expressed from the Eastside Neighborhood Coalition, and from other area arts organizations and individual residents.

**Options:**

1. Approve the Resolution approving an increase in City staffing by one quarter full-time, project-funded position to support the design and re-construction of the Armory Creative Campus and direct staff to include the necessary appropriation request in a future quarterly budget amendment ordinance.
2. Direct staff to make changes to the Resolution based on feedback from Council and approve an amended Resolution approving an increase in City staffing by one quarter full-time, project-funded position to support the design and re-construction of the Armory Creative Campus and direct staff to include the necessary appropriation request in a future quarterly budget amendment ordinance.
3. Do not approve the Resolution and direct staff to develop an alternative staffing solution to support the design and re-construction of the Armory Creative Campus.

**Financial Impact:**

Funding for the .25 FTE project-funded position will come from the reimbursement of \$315,424.72 from Park's acquisition funding (Voted Utility Tax Fund) to the Capital Improvement Fund from the designation of 911 Adams St. as Park inventory. The cost to fund the temporary .25 FTE project-funded position expansion for salary and benefits is approximately \$23,400 annually, however the change is not anticipated to happen until May, which means the annual cost for 2021 will be approximately \$13,650.

**Attachments:**

Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING AN INCREASE IN PROJECT-FUNDED CITY STAFF BY ONE-QUARTER (.25) FULL-  
TIME-EQUIVALENT POSITION TO SUPPORT DESIGN AND RE-CONSTRUCTION SERVICES  
OF THE ARMORY BUILDING CREATIVE CAMPUS**

**WHEREAS**, the City of Olympia is interested in acquiring the Olympia Armory building located at 5151 Eastside Street SE in Olympia, Washington for use as a Creative Campus; and

**WHEREAS**, the City plans to secure the services of a consultant to determine community vision, design and development strategies and construction services needed for the adaptive reuse of the building; and

**WHEREAS**, there is not currently sufficient staff time available to manage this project; and

**WHEREAS**, funds for a consultant will come from a recent City Council resolution to reimburse \$315,424.72 from Parks acquisition funding to the Capital Improvement Fund, with the proviso that said funds shall be used to establish the Armory Creative Campus Project to jointly support the potential future acquisition of the Armory Building and the establishment of a Creative Campus; and

**WHEREAS**, there is staffing capacity to add .25FTE to the Arts Program Specialist position for the purposes of project management; and

**WHEREAS**, there is capacity in the reimbursement to the Capital Improvement Fund to support an additional .25FTE Arts Program Specialist; and

**WHEREAS**, this additional .25FTE will continue through the design and development strategies and construction services needed for the adaptive reuse of the building or two years, whichever comes first;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** that it approves the increase of City staffing by one quarter (.25) full-time-equivalent, project-funded employee, one Arts Program Specialist, to support design and development strategies and construction services needed for the adaptive reuse of the building through 2023, supported by project funding.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

Mark Barber  
CITY ATTORNEY



## City Council

### Approval of a Resolution Related to the Appointment of an Independent Salary Commission to Review City Council Compensation

**Agenda Date:** 4/13/2021  
**Agenda Item Number:** 4.F  
**File Number:** 21-0359

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

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#### **Title**

Approval of a Resolution Related to the Appointment of an Independent Salary Commission to Review City Council Compensation

#### **Recommended Action**

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

Not referred to a committee.

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

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

#### **Report**

##### **Issue:**

Whether to approve a Resolution appointing members to the Independent Salary Commission as proposed by the Mayor

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

Debbie Sullivan, Assistant City Manager - Strategic Initiatives, 360.753.8499

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

None - Consent Calendar

#### **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 City Council. The Independent Salary Commission serves a two year-term and do not receive compensation.

Olympia's Independent Salary Commission is a group of five City residents appointed by the Mayor and approved by Council. They last met in July 2019. Their terms have expired and new

commissioners need to be appointed.

Mayor Selby solicited names from other Councilmembers and community leaders. Based on availability, diversity of experience and interest in serving, the Mayor is recommending the following members:

Jessica Bateman  
Lela Cross  
Jim Randall  
Joyce Turner  
Tadeu Velloso

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

**Options:**

1. Approve a Resolution appointing members to the Independent Salary Commission as proposed by the Mayor.
2. Recommend other candidates and direct staff to update the resolution and return to Council for consideration at a future meeting.
3. Do not approve a Resolution appointing members to the Independent Salary Commission as proposed by the Mayor.

**Financial Impact:**  
None at the time.

**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**, OMC Chapter 2.05 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 five persons as members of the Independent Salary Commission, hereby submits said names 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:

- |                    |                  |
|--------------------|------------------|
| 1. Jessica Bateman | 4. Tadeu Velloso |
| 2. Jim Randall     | 5. Lela Cross    |
| 3. Joyce Turner    |                  |

**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 \_\_\_\_\_ 2021.

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

**APPROVED AS TO FORM:**

Mark Barber  
CITY ATTORNEY





## City Council

### Approval of a Resolution Authorizing an Amendment to the Interlocal Agreement between the Cities of Olympia, Lacey and Yelm for Implementing the Deschutes Water Rights Mitigation Strategy - Phase V

**Agenda Date:** 4/13/2021  
**Agenda Item Number:** 4.G  
**File Number:** 21-0360

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

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#### Title

Approval of a Resolution Authorizing an Amendment to the Interlocal Agreement between the Cities of Olympia, Lacey and Yelm for Implementing the Deschutes Water Rights Mitigation Strategy - Phase V

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee.

##### City Manager Recommendation:

Move to approve a Resolution authorizing the City Manager to sign the amendment to the Interlocal Agreement for implementing the Deschutes Water Rights Mitigation Strategy.

#### Report

##### Issue:

Whether to approve a Resolution authorizing the City Manager to sign the amendment to the Interlocal Agreement for implementing the Deschutes Water Rights Mitigation Strategy.

##### Staff Contact:

Eric Christensen, Water Resources Director, Public Works Department, 360.570.3741

##### Presenter(s):

None - Consent Calendar Item.

#### Background and Analysis:

Since 2007, the Cities of Olympia, Lacey and Yelm have collaborated to jointly purchase, maintain and restore a 200-acre property in the Deschutes River watershed (Deschutes River property). Strategies, approved by the Washington Department of Ecology (WDOE), to mitigate for impacts to the Deschutes River resulting from each city's respective water rights have been conducted through a series of five interlocal agreements. Olympia's McAllister Wellfield water rights were issued by

WDOE in December 2011, Lacey's water rights were issued in May 2012, and Yelm's water right was approved but appealed in November 2011. Yelm still hopes to benefit from the work performed to date at the Deschutes River property, that included:

- Acquisition of the property and associated water rights,
- Riparian planting along one mile of river frontage,
- Stream channel and wetland restoration, and
- Ongoing land management responsibilities.

The Cities need to continue to manage and maintain the jointly owned Deschutes River property to establish the wetlands and riparian buffer plantings. The South Puget Sound Salmon Enhancement Group, a state-established Regional Fisheries Enhancement Group, has been contracted through 2021 to maintain and manage the property. Maintenance activities include fence repair, pasture management, and riparian and wetland area plant establishment monitoring. The current (Phase V) interlocal agreement limits these activities through 2020. Amendment of the interlocal agreement is necessary to allow for continued land management and maintenance. The Cities intend to own and maintain the Deschutes River property until mitigation strategies are complete, at which time we may consider placing the property into a land trust.

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

The McAllister Wellfield is the source of almost 80 percent of Olympia's water. Fulfilling mitigation obligations is essential to maintaining the McAllister Wellfield water rights. The Deschutes River property may also present the Cities with opportunities for future restoration projects to benefit the environment and water rights.

**Options:**

1. Approve a Resolution authorizing the City Manager to sign the amendment to the Interlocal Agreement for implementing the Deschutes Water Rights Mitigation Strategy.
2. Modify the amendment to the interlocal agreement by providing feedback to staff on desired changes with a recommendation to bring it back to Council. This option will delay implementation and could have regulatory implications.
3. Do not recommend approving the amendment to the interlocal agreement and provide guidance to staff on next steps.

**Financial Impact:**

Olympia has budgeted approximately \$100,000 from the Drinking Water Utility Capital Fund for continued maintenance of the Deschutes River property.

**Attachments:**

Resolution  
Amended Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITIES  
OF OLYMPIA, LACEY AND YELM (THE CITIES) FOR IMPLEMENTING DESCHUTES WATER  
RIGHTS MITIGATION STRATEGY - PHASE V**

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

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

**WHEREAS**, the Cities have submitted applications for water rights to Washington Department of Ecology (WDOE); and

**WHEREAS**, in order to secure approvals of those water rights, the Cities have cooperatively developed a mitigation strategy for the Deschutes River that has been accepted by the WDOE; and

**WHEREAS**, the mitigation strategy includes restoration of 200 acres of farmland jointly purchased by the Cities in the Deschutes River watershed (Deschutes River property). Habitat restoration mitigation actions will take place over several years on the property and include: riparian planting along 1 mile of river frontage, stream channel and wetland restoration, and ongoing land management responsibilities; and

**WHEREAS**, by Interlocal Agreement effective November 14, 2007, the Cities completed Phase I of a water rights acquisition strategy by identifying potential water rights for acquisition; and

**WHEREAS**, by amended Interlocal Agreement effective January 19, 2010, the Cities completed Phase II of a water rights acquisition strategy for mitigation purposes by jointly acquiring water rights and property in the Deschutes River basin and developing a habitat restoration assessment for that property; and

**WHEREAS**, Olympia's water rights were issued by WDOE in December 2011 and Lacey's water rights were issued by May 2012, and Yelm's water right was approved but appealed in November 2011; and

**WHEREAS**, through Interlocal Agreement effective August 23, 2012, the Cities completed Phase III of the Deschutes Mitigation Strategy by retiring water rights; fencing the Deschutes River property; developing a 60% design for habitat restoration mitigation actions, project schedule and costs for habitat restoration mitigation actions identified in the cities' mitigation plans; and contracting for the services of a project manager to coordinate and lead this effort; and

**WHEREAS**, through Interlocal Agreement effective April 27, 2015, the Cities completed Phase IV of the Deschutes Mitigation Strategy by advancing to 100% the design and bid specifications for the habitat

enhancement projects that were designed to 60% under Phase III, applying for and obtaining necessary project permits, and hiring consultants to help support this effort and to oversee ongoing property management; and

**WHEREAS**, on October 8, 2015, WDOE's approval of Yelm's water right application was overturned by the Washington State Supreme Court thereby eliminating any immediate benefit Yelm would receive from habitat enhancement mitigation projects but not diminishing Yelm's interests as a joint owner of the Deschutes River property; and

**WHEREAS**, the Cities of Olympia and Lacey are required as a condition of their water rights to continue implementation of the Deschutes Mitigation Strategy by constructing habitat restoration projects designed under Phase IV, by completing riparian revegetation projects described in approved mitigation plans, and by hiring consultants to support this effort and to oversee ongoing property management; and

**WHEREAS**, the Cities need to continue to manage and maintain the jointly-owned Deschutes River property. Amendment of the Interlocal Agreement between the Cities of Olympia, Lacey, and Yelm for implementing Deschutes water rights mitigation strategy - Phase V is necessary to allow for this continued management and maintenance.

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

1. The Olympia City Council hereby approves the form of the amendment to the Interlocal Agreement between the Cities of Olympia, Lacey, and Yelm (the Cities) for implementing Deschutes water rights mitigation strategy - Phase V 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 Interlocal 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 \_\_\_\_\_ 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN THE CITIES OF  
OLYMPIA, LACEY, AND YELM FOR IMPLEMENTING DESCHUTES WATER RIGHTS  
MITIGATION STRATEGY – PHASE V**

This INTERLOCAL AGREEMENT AMENDMENT is made and entered into between the **CITIES OF OLYMPIA, LACEY, AND YELM**, municipal corporations, (“**THE CITIES**”).

The Cities wish to amend the Interlocal Agreement executed on September 12, 2017 to clarify that Phase V work to be accomplished under that Interlocal Agreement, which includes contracting for construction services of habitat restoration mitigation projects, construction project management, riparian and wetland area planting and maintenance, and property management activities, is ongoing and need not have been and need not be accomplished by 2020, or any other particular date.

Now, therefore, in consideration of the mutual benefits and covenants contained herein, the Cities agree that the Interlocal Agreement executed on September 12, 2017, is amended as follows:

1. Section II **Scope of Agreement/Work** is amended to read:

**II. Scope of Agreement/Work**

City of Yelm

The City of Yelm will not be a party to the construction, monitoring and management of the habitat restoration mitigation actions described in this Agreement. However, Yelm agrees to reimburse Lacey and Olympia for its pro-rata share of the construction, monitoring and management costs as described in Sections IV and V of this Agreement if mitigation credit for these habitat restoration mitigation actions is allowed in the future.

As a joint landowner, the City of Yelm agrees to participate in property management and stewardship planning expenses as described in Section IV.c of this Agreement. The City of Yelm agrees that the Cities of Olympia and Lacey will jointly select a consultant, organization, or agency to conduct property management and stewardship activities and enter into a professional service agreement with the selected consultant, organization or agency as described in Section II of this Agreement and that such consultant, organization, or agency selected may perform other habitat restoration mitigation activities for which the City of Yelm has not yet agreed to cost-share.

As a joint landowner, the City of Yelm agrees to coordinate with the Cities of Olympia and Lacey on future long term management and stewardship decisions for the Deschutes River property through involvement in a separate agreement following the

completion of the habitat restoration mitigation construction work jointly carried out by the Cities of Olympia and Lacey.

The City of Yelm acknowledges that the City of Olympia managed planting of the 50-foot riparian buffer, including payment of all costs, for the mutual benefit of the Cities and agrees to participate in cost sharing of this expense as described in sections IV and V of this Agreement.

The Cities of Olympia and Lacey

The Cities of Olympia and Lacey will jointly install, construct and monitor habitat restoration mitigation actions as a condition of their water rights.

This Agreement provides authority for the City Managers of the Cities of Olympia and Lacey to enter into the necessary agreements to accomplish all tasks necessary for completion of Phase V work. Specific Phase V work to be accomplished under this agreement includes contracting for construction services of habitat restoration mitigation projects, construction project management, riparian and wetland area planting and maintenance ~~through 2020~~ and property management activities ~~through 2020~~.

The Cities of Olympia and Lacey agree to jointly engage the services of one or more consultants, contractors, organizations, or agencies to assist the Cities in services related to implementation of the Deschutes Mitigation strategy as approved by WDOE.

The Cities of Olympia and Lacey will jointly enter into a professional services agreement with one or more consultants, organizations, or agencies agreed upon by the parties for Phase V development and implementation. Work to be included under a professional services agreement may include construction and inspection of restoration projects, riparian monitoring and maintenance, project management, permitting assistance, property management activities, and legal analysis and review services.

The Cities of Olympia and Lacey will jointly enter into a construction contract with one or more contractor agreed upon by the parties for Phase V construction of habitat restoration mitigation projects, and riparian buffer and wetland planting, as needed.

The Cities of Olympia and Lacey will jointly direct the work of contractors, consultants, organizations, or agencies through a consensus-based decision making process. Firms providing professional services will be chosen through the standard selection process for professional services as required by the laws of the State of Washington and the Cities of Olympia and Lacey will jointly develop and issue the Request for Qualifications (RFQ), including the general scope and nature of the project or work, when required by law for contracted work and will make a unified recommendation for selection of the

firm. Construction contracts shall be awarded to the lowest, responsive, qualified bidder.

The selection process for professional services shall include one or more project managers or engineers familiar with the municipal public work construction process. In addition to other criteria as may be agreed to by the Cities of Olympia and Lacey, consultants shall be evaluated on their ability to provide municipal construction support which may include but not be limited to bid award support, inspections, documentation, project management, and submittal review. Once the consultants are selected, the Cities of Olympia and Lacey shall coordinate with the selected consultant(s) to develop any final Scope of Work and Professional Services Agreements amenable to each Party.

In recognition that one City will need to approve change orders, make payments, and keep track of insurance, bond and other legal requirements, the firm that is hired will be instructed to use Olympia's project specifications with the Olympia City Engineer or designee as the approver of change orders, pay estimates and related construction decisions.

This agreement also allows the Cities of Olympia and Lacey to coordinate on decision-making related to contract management, consultant communication and dissemination of project information to appropriate staff within their own jurisdiction.

The Cities of Olympia and Lacey may also jointly hire legal counsel on issues related to property management and habitat enhancement for the purpose of mitigation and other related topics. Legal advice provided to the Cities of Olympia and Lacey shall be considered attorney client privileged not subject to disclosure.

The Cities of Olympia, Lacey and Yelm

Within 30 days of receiving approval of a water right, with no appeals filed, from WDOE, conditioned with mitigation provisions, the City of Yelm will inform the Cities of Olympia and Lacey in writing of its desire to participate in construction and monitoring of habitat restoration mitigation activities at the Deschutes River property, including costs. Following receipt of such notice, the Cities of Olympia and Lacey will coordinate project decisions and activities with the City of Yelm consistent with section II of this Agreement, provided that if a construction and/or professional services contract is in place, such a contract(s) will not be amended to include the City of Yelm.

As joint land owners, the Cities of Olympia, Lacey and Yelm agree to share in property management and stewardship planning expenses as described in Section IV.c of this Agreement. The City of Yelm agrees that the Cities of Olympia and Lacey will jointly select a consultant, organization, or agency to conduct property management and stewardship activities and enter into a professional service agreement with the selected consultant, organization or agency as described in Section II of this Agreement and that

such consultant, organization, or agency selected may perform other habitat restoration mitigation work for which the City of Yelm has not yet agreed to cost-share. The Cities of Olympia and Lacey agree that any final Scope of Work for professional services shall separate tasks and budgets for property management and stewardship activities from any other tasks to be accomplished under the professional services agreement.

The Cities of Olympia, Lacey and Yelm will accomplish future long term management and stewardship (e.g. land conservancy trust) of the property through a separate agreement after habitat restoration construction work is completed.

2. Section IV(c) **Property Management Expenses** is hereby amended as follows:

**IV. Cost Sharing**

c. Property Management Expenses.

The Cities of Olympia, Lacey and Yelm agree to equally divide costs for property management expenses. Property management work ~~may~~could include the removal of material (ie TV's, tires) and fences from the property, weed control, installation of new wire fencing, and pasture management ~~through 2020~~. Prior to authorizing material or fence removal or fence construction, the Cities of Olympia and Lacey agree to consult with the City of Yelm. Total costs for such services under this agreement are not to exceed \$133,997 as outlined as follows.

Stewardship Planning	\$73,308
Pasture Management	\$60,688

3. Except as expressly provided in this Amendment to the Interlocal Agreement, all other terms and conditions of the original Interlocal Agreement remain in full force and effect.

4. This amendment may be executed in any number of counterparts, each of which when executed and delivered constitutes a duplicate original, but all counterparts together constitute a single agreement.

**CITY OF OLYMPIA**

\_\_\_\_\_  
Steven J. Burney, City Manager

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

Approved as to Form:

Michael M. Young  
Deputy City Attorney



**CITY OF LACEY**

\_\_\_\_\_  
Scott Spence, City Manager

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

Approved as to Form:

Dave Schneider  
\_\_\_\_\_  
City Attorney

**CITY OF YELM**

\_\_\_\_\_  
JW Foster, Mayor

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

Approved as to Form:

\_\_\_\_\_  
Attorney



## City Council

### Approval of Poet Laureate for 2021-2023

**Agenda Date:** 4/13/2021  
**Agenda Item Number:** 6.A  
**File Number:** 21-0363

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

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#### Title

Approval of Poet Laureate for 2021-2023

#### Recommended Action

##### Committee Recommendation:

The Arts Commission recommends approval of the proposed 2021-2023 Poet Laureate.

##### City Manager Recommendation:

Move to approve the proposed 2021-2023 Poet Laureate.

#### Report

##### Issue:

Whether to approve the 2021-2023 Poet Laureate.

#### Staff Contact:

Stephanie Johnson, Arts Program Manager, Parks, Arts & Recreation, 360.709.2678

#### Presenter(s):

Stephanie Johnson, Arts Commission Staff Liaison  
Frederick Dobler, Chair, Olympia Arts Commission

#### Background and Analysis:

Every two years the City of Olympia selects a Poet Laureate to engage our entire community in the literary arts. Olympia's take on the position of Poet Laureate is less an honorary title and more about service over status. Duties include:

- Promoting poetry as an art form,
- Expanding access to the literary arts,
- Encouraging poetry as a community voice that contributes to a sense of place

Olympia's next Poet Laureate will be called specifically to utilize the power of poetry and language to contribute insight, foster understanding and support healing around issues of equity and inclusion in our community.

Olympia's previous Poet Laureate, Sady Sparks, completed her two-year appointment at the end of

December 2020. Challenges in recruitment, due to COVID and otherwise, have delayed this recommendation.

The Jury met on March 25, 2021, to deliberate on the seven applications received for Poet Laureate. Applications included a resume, samples of poetry, a video reading and a program proposal. Jurors included:

- Kellie Braseth, Director of Strategic Communications, City of Olympia
- Frederick Dobler, Chair, Olympia Arts Commission
- Sady Sparks, Olympia Poet Laureate 2019-2020
- Erin Tail, Poet
- Thresea "Mama T" Yost, Curator of Futures Rising exhibition at SPSCC Leonor R. Fuller Gallery

After deliberation, four applications were moved forward for interviews on April 1, 2021. Following interviews, the jury recommended Ashly McBunch for Poet Laureate, finding them to hold a strong poetic arts side in addition to clear transferrable skills needed to manage the complexities of the Poet Laureate position.

The jury appreciated McBunch's strong presence, balance of skills, well-considered proposal, and ability to involve community members who have not formerly been engaged with poetry. The poet intends to encourage the voices of others through the Poet Laureate platform: *"The audience would be inclusive and diverse to show the beauty behind groups not often seen and voices not often heard. It will be about promoting and expansion and provide a safe space for everyone to find peace through expression."*

The Arts Commission reviewed the work of the jury on April 8, 2021 and moved to forward the recommendation to Council for approval. As this recommendation comes so late in the first quarter of 2021, if approved, the Arts Commission proposes the appointment extend from July 1, 2021- June 30, 2023 with any work the Poet Laureate proposes before the start of term be included in their Scope of Work and prorated accordingly.

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

The Poet Laureate engages the community in programming to promote and teach the art of poetry.

**Options:**

1. Approve the recommendation for the 2021-2023 Poet Laureate as recommended by the Arts Commission.
2. Do not approve the recommendation for the 2021-2023 Poet Laureate.
3. Provide an alternate direction to the Arts Commission.

**Financial Impact:**

Honoraria for the Poet Laureate is \$1,500 per year, for a two-year appointment - from the Municipal Art Fund. As this recommendation comes so late in the first quarter of 2021, if approved, the Arts Commission requests the ability to prorate any agreed-to tasks completed between contract signing and the start of term on July 1, 2021.

**Attachments:**

Ashly McBunch Application

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

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Ashly McBunch Reading

## **Ashly N. McBunch**

### **Professional Summary**

Poet with over 7 years of experience reciting and performing poetry within Alaska, Iraq and Washington.

### **Skills**

- Strong background in guiding, teaching and instruction children and adults in new skills and concepts.
- Extensive knowledge of Microsoft Office and Google Drive.
- Ability to lead and motivate in a positive thinking, healing and diverse way through intuitive energy.

### **Work Experience**

#### **Freelance artist - 2014 to present**

- Performed for Radical Arts for Women on a recurring basis within Alaska during 2014 to 2017.
- Performed poetry at different local events around Washington during 2020.
- Collaborates with performing artists to incorporate poetry and graphic arts into their performance art.
- Member of The Artisan Guild, an organization dedicated to bringing art by BIPOC, LGBTQ+ and disabled persons.

### **Education**

- **Masters of Arts Procurement and Acquisition Management**-Webster University 2016
- **Bachelor of Science**- Troy State University 2014
- **Senior Leadership Course**- Army Logistics University 2012

### **Hobbies and Interest**

Performance Performs as a Drag Queen and Burlesque performer as Luna DeLyte, as a Drag King as Ra DeLyte. Explores additional creativity through intuitive digital art creations.

The information provided in this proposal refers to the current state of social distancing, however if circumstances provide a safe public location to hold any events everything could be adjusted and/or other events added. Every event would be inclusive of all ages, race, origin, disabilities, backgrounds, gender etc. and inline with promoting the theme of the current year.

### **Audience**

Focused on the multiple and varied lives of Olympians I think it is valuable to address the changing dynamic our youth have had to deal with during this last year. The choices made on how to fully express and further develop during these unprecedented times need to be addressed in a manner to allow for freedom in creative language, methodologies and techniques that foster a higher frequency in reality. This vibration of joy through the arts will radiate andr felt in a multitude of ways. Additionally, the ever growing uncertainty that lingers among the hearts of our communities essential workers and families needs healing. A visionary way to move forward. To understand that growth comes from discomfort and it is imperative to strive at this time more than ever to reinvigorate the arts within our communities. Often people say community and only see things from a separated view, not recognizing that in order to embrace the breadth of this journey we have to see others as we see ourselves and value our own growth as well as theirs.

The audience would be inclusive and diverse to show the beauty behind groups not often seen and voices not often heard. It will be about promoting and expansion and provide a safe space for everyone to find peace through expression.

### **Community Engagement Strategy**

Social media and virtual platforms are competing for the attention. Live performances, recorded shows and unknown future of in person events is what 2020 created. 2021 will have these same opportunities to expand within the community through a variety of different avenues. School age children can be reached out through the education system and speaking with school officials to virtually engage through their writing lessons or after school activities that occur. Hosting online poetry productions, free to the public and promoted via social media events using zoom, crowds ourselves or other, online/streaming platforms such as Twitch. Additional poetry focused roundtable hosting different interviews or podcasts with past Poet Laureates, authors or publishers can occur on a quarterly basis. These can be events that represent a different marginalized group within the community or provide fundraising or sponsorship to local organizations.

I'd like to integrate poetry into different performance platforms and performance artists. There are many local performers of all types looking for new and innovative ways to engage their virtual art and combining poetry may be one of the ways.

### **Workshop/Project Samples**

### **Daily**

Community growth and active engagement through social media platforms - reaching beyond Olympia to show what Olympia is in the eyes of the Arts.

Online growth and engagement is a varying tool that needs assistance from some time, however I feel that daily prompts in various writing styles and techniques create an environment of opportunities for feedback within the local community online.

### **Biweekly to Monthly**

A call to artists (name still To Be Determined.) Artists can collaborate and team up with other artist in different mediums by signing up to create something 72 hours this can be any medium or type of art, and then they are paired with someone who primarily does poetry of any type and they create something inspired by the first artist. This can go on and build from month to month or new people can be paired but it is something shared virtually and then eventually presented through an online exhibition.

### **Monthly**

Work with local musicians and poets (varied type) in either prerecorded or live productions combining music with poetry and observing the lyrical qualities that resemble Tiny Desk concerts.

Workshops that include guidance from myself on feeling the intuitive energy and frequency of your art, and other artists in different mediums within the area on a variety of topics from small video editing techniques, rhythm, descriptions, telling a story. These artists could be dancers, circus performers, producers, theater directors, video editors. The list is extensive and the ideas can definitely grow. The virtual world is dependent upon grabbing attention by having something to say.

### **Quarterly**

Host a podcast or zoom panel discussion with authors, publishers, musicians, performance artists about art in general, poetry as a method to convey art in different ways, tips for getting poetry published, or self publishing, Depending on the planning this could occur every two months with larger ones held on a quarterly basis. It could run through online platforms for a week at a time or be recorded and uploaded for additional viewers.

Similar to the Art call above a creation for a long distance art call showcasing a local artist (all types) and another artist from across the nation or globe. This would inspire working with international artists and while showcasing local talent.

### **Yearly**

Sponsor and hold a Chapbook poetry competition where a group of board members would judge, sponsor and support the printing of 2 winners per year in support of the current year's theme. The guidelines of the participants could be someone who hasn't been published or very

Proposal Olympia's Poet Laureate 2021 submission

Ashly McBunch

minimally, and is currently a student age 12 or above for example. This could be paired with art as well, theirs or locally sourced to fall in line with integrating art forms.

Online festival of poetry works placed to video and art submissions with a combination of live and/or recorded poetry involved within the festival.

The important mission of exploring equity and inclusion through the method of healing and creative expression starts with being open and not seeing the past year as challenges but abundant opportunities to expand our reach through the technology. We have this chance to learn and establish creative platforms and to bring the future of Washington Arts into focus.



#### 4 of 5 poems for submission (5th is separated)

##### Middle Ground

You look at me puzzled when I ask you, My darling, where can we meet?  
As if we are already standing with our pasts behind us-roads within towns,  
cities within states far from our current location.

But we're not.

You're on your shore- and I am on mine.

Our previous baggage beside us.

I see you across the fridged waves of existence  
embracing droplets of romantic logic splashing on your face  
as I close my eyes against them.

You accepting each tragic moment, respecting it's time and place  
as I mark the sand, counting ticks, opposing our success.

You step without knowing the intensity of the plunge, careless in your confidence  
in my willingness to

lay bare upon the emotional chopping block out in the middle of the reality's sea.

You swim towards loves assumption that my trust will forge a pathway to that  
platform

and my cynical perception of forever always happening,

hearts forever opening,

love everlasting,

is something you can't hear when I speak.

How can I be aware if I drown within that sea

Your loyalty can breathe me back into my presence

and even if you bring me into life  
Can you promise I will not have to survive on the taste of solitude  
remembering the smell of your bliss.  
So I ask you my darling, where can we meet?

### **Connection**

Look into my eyes  
I will always look in yours  
We will see our souls

Mystical secrets  
Lies disguised in truth and love  
Unknown desires

Amazing weakness  
Intoxicatingly real  
Vividly deep strengths

I connect with you  
And you connect with my soul  
Our eyes are gateways

Look in to my eyes  
I will always look in yours  
We will see our souls

I wish I could read

I wish I could read  
Not read the simple things,  
Like 1 plus 2 and 2 plus 3  
Not A, not B or C or D  
Or even deep within the pages of *Nightwood*, and  
metaphors of Emily  
But I wish I could read the way you look at me  
Speculation of your thoughts are combined with my purest  
fantasies  
and you and I are holding hands prancing down the street  
Well, not prancing cause this isn't a Disney movie  
And we aren't thirteen  
But somehow this feeling reverts me back to  
Awkwardly asking you to check the box "Yes"  
My senses awaken when you walk in the room, pants,  
skirt or dress  
And I prepare each thought to  
Express themselves freely,  
intelligently,  
Holding back just enough emotion to make you  
Find some mystery when I speak  
Praying you don't get turned off by my vulnerability

When you discover the depths of me  
I want to passionately display  
The makeup of our chemistry  
Warped in inside jokes and secret laughs  
Understanding of all the paths  
Which has guided us to our current position  
Without judgment  
Embarking to the conclusion  
That our lives rotate in this pre-dispositional rewind of  
outtakes  
With countless endings sparked by out of this world  
beginnings

Beginnings  
that could include you plus me  
Equating –with sufficient time  
Formulating  
Bodies intertwined between bed sheets  
Leading to overnight bags filled with minor necessities  
Since clothes are optional on our weekend spirit finding  
retreats

And after hours of phantasmal eruptions of  
Deep emotional and creative understanding  
Long talks begin and end in your eyes

You understand what I mean  
When I say my heart glows green  
And you make all the colors within me pulsate  
Between each breathe I breathe

Because of our connection  
We find a deeper commitment than something  
Held by rings  
We use our voices to symbolize our love and we  
Sing our compassion for another  
at a celebration of our devotion to our souls  
We have the ability to procreate  
Yet find comfort in forming our family with a rainbow of  
diversity  
Embracing yesterday's throwaway treasures  
For years we grow side by side, hand in hand  
Trust, love, peace and independence cultivating our  
foundation

And patching any cracks with the serenity in our spirit  
Acknowledging the hard times and storms  
Without letting them flood our existence  
Washing away memories of our  
Sweet by chance beginning  
Of the day you looked at me

However, our simple beginning  
Has been entangled in massive endings and times We've  
listened  
to the words-this time she's the one  
So we have yet to have the chance of meeting  
And I trust that  
You are not a make believe concoction of what someone  
else  
Thinks is best for me  
You are a manifestation of the exact embodiment of love  
prototype  
Not the replica of what love does not feel like  
You're the woman  
On the other side of the street or room  
You're the woman dancing off but preferably on that beat

Serving coffee, a warrant or mai tai drink

Handing out flyers for your cause your passion won't let die

Writing that line, singing that song, playing your Dad's old guitar

You're the woman drinking that beer at the bar cause you don't do fruity drinks

Walking her dog, jogging or living here or stationed afar or up the street

Perfectly parallel parking that car or landing that plane

Calling your mom just because that's the daughter you are

Watching that indie film, teaching that class of young kids or undergrads

You're the woman guiltlessly eating that ice cream

Sweating off all calories at the gym before it can be seen

Holding that conference or bouncing that ball

Watching that same old tv screen,

Reading that book, newspaper or magazine

You're cooking that meal, doing your taxes

Living your dream

You're the woman

Doing the same ordinary everyday things as me

Making them remarkable with your presence

You're on that first and last date, flipping your hair, trying  
to find them interesting

You're the woman In that convenient broken relationship  
searching for it's meaning

You're the woman

I wish I knew how to read

When you hear me speak.

I see

My divine spirit is naturally guided by my intuition,  
filled with potential growth of my transformative state.

Open to truth in recognizing my accomplishments,  
respecting the power of my consciousness.  
I am responsible in my progress in remembering the inner wisdom for my healing.

There is a vastness of my reach and through my inner eye, I see.  
I see the God in you.  
I see the God in me.

Within this reality,  
I am.  
Within the many realities that spark the light beyond myself, I see.

Visualization of my intentions beginning with  
I am.  
Visualizing the love that unifies my Godly connection, I see.

I affirm the truth,  
I am.  
I embrace my inner light's glow upon my declaration. I see.



Gratitude in joyful expression,  
I am.

Gracefully accepting Spirit's innate ability to flow within this life of good. I see.

Life energy floats within the essence of the infinite happiness,  
I am.

Life universally acknowledges the celebration of this release and oh how I see.

I see the God in all of you  
I see the God in all of me.

## Atomic 22 (Originally named Story of You)

Growing up-- no one informs that being you is hazardous  
Your individuality -frail, powder soft like an alabaster alligator on a glass shelf  
Can be Broken  
And you, a genuinely extraordinary glass structure  
–Untouchable  
Transport your hazardous soul, shaping your glass frame along the way.

-----  
You, oh you are beautiful-but don't know it.  
You're strong- but don't see it- You're smart –but don't feel it.  
You speak softly- not to disrupt the presence of others  
And laugh loudly, enjoying everything.  
Young mind flourishing, feeding off secular morsels- thirsting for keys to locked doors of opportunities  
You dance, and you sing and you – little individual you- little hazardous you  
Volunteers your future for placement in a faux golden box of authority  
Where slight assertiveness is code for disobedience  
And where almost everyone is part plastic- part wood  
Hiding behind patriotic pride- defenders of freedom  
Individuality, not welcomed.

-----  
You fit- some days- other days you contemplate finding the exit  
After four years, you still thrive-careful not to scratch your hazardous glass surface  
You who are beautiful- but don't know it.  
Strong- but don't see it- smart –but don't feel it.  
Are the ideal diamond-  
In the eye of titanium creatures marching  
Some lurk within the faux golden box- waiting for beautiful hazardous glass life forms- like you  
To appear.

-----  
Leaders are made of titanium- ---leaders 20 years plus living daily in the faux golden box  
Limitless leaders camouflaged in compassion-  
Lying that they understand the fears of hazardous glass beings

## Atomic 22 (Originally named Story of You)

Lean closer, and peel your glistening glass layers-  
Compromising you integrity, exposing your uncertainty of the stability of your existence  
Leaving fingerprints on your surface-pilfering your bits,  
Converting you to plastic  
Converting you to wood  
Tossing your stolen glass chips in jars overflowing of glass pieces collected before you.  
Smashing you against the wall  
Disregarding your pleas to stop the blasts  
Suppressing your instinctive power to flee  
You disappear- somewhere inside yourself- somewhere safe  
It's cold where you are- You're freezing.  
Peering through your lashes- hoping what you're seeing isn't real  
Hoping what you're feeling is false  
Hoping to escape the cold before your thin glass frame shatters from the frost.

-----

Everything stops, and the titanium leader reminds you that you're just little hazardous you  
You who speaks softly, and doesn't know they're beautiful, or strong, or smart-  
Emphasizes that you are the subordinate to the titanium leader  
And no one believes subordinates  
Months pass, and you have replaced missing fragments of your surface with clay-hoping you're not  
noticed.  
The clay seeps into your glass plastic shell, your legs drag,  
Restricted by that frozen moment,  
You stay silent.

-----

One day, high gloss truth seekers of the faux golden box arrive to decipher fact within whispers  
You stand ready.  
Eager to reveal the jars filled with glass pieces,  
Explain the wreckage of your existence,  
And how glass can freeze within an instant.  
They listen-ask questions.  
Ask you to repeat it-



## Atomic 22 (Originally named Story of You)

To say it- relive it.

To create other conceivable causes glass may freeze,  
To convince them you did not beg to feel the intensity of that chill.

Your frozen moment now hot with suspicion

Your truth melting from their lips, tainted with

Twisted theories spawned from trusted wooden plastic creatures questioned surrounding you

Wooden plastic titanium disciples who claim you tell fantasies of glass mazes,

Grant entrance into your glass frame

and give layers upon layers of your precious glass to titanium leaders.

You sit, quietly recalling your status as a subordinate.

Refusing to give more ammunition to shoot at your transparent truth,

You gather your heavy glass-bulging of clay and plastic, full of splintered wood,

And bandage up your glassy structure, shatter-proof it for the road.

-----

Now you have twelve years of travel added to that four

Years spent isolating frozen moments into cubes of actuality

You indulge on nocturnal ice chips built from the residue of a hazy incubus

You pass the time, constructing models of worthiness from licentious appendages box participant of  
the box.

You polish your titanium armor, weapon and shield with salvaged bandages

While abiding regulated speech from unregulated sources

And intervene in the indoctrination of green glass souls from perverse conversion in to plastic- into  
wood.

You rise exquisitely hazardously, among the defenders of freedom, proud servants of patriotism

Prospering from your strength, intelligence and beauty,

You who speaks loudly and makes their presence known.

You are unbreakable.

~Xinart

## Summary of written submissions

Middle Ground -Poem written 2015

Connection - Poem written 2012

I wish I could read - Poem written 2014

I see -Poem written and performed in 2017 for  
Center of Spiritual Living

Atomic 22 -Poem written in 2017 performed for  
Alaska Standing Together Against Rape annual  
event



## City Council

### Briefing on the Social Justice and Equity Commission Public Engagement Process

**Agenda Date:** 4/13/2021  
**Agenda Item Number:** 6.B  
**File Number:** 21-0361

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

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#### **Title**

Briefing on the Social Justice and Equity Commission Public Engagement Process

#### **Recommended Action**

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

Not recommended to a committee.

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

Receive a briefing on the process to form a Social Justice and Equity Commission.

#### **Report**

##### **Issue:**

Whether to receive a briefing on the process to form a Social Justice and Equity Commission.

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

Olivia Salazar de Breaux, Equity and Inclusion Coordinator, Human Resources, 360.753.8343

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

Olivia Salazar de Breaux, Equity and Inclusion Coordinator, Human Resources

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

In June 2020, the City Council forwarded to the General Government Committee a referral to develop a Human Rights Commission. Input from the community and direction from Council was that the new Commission's development must be led by marginalized community members, with an emphasis on Black, Indigenous and People of Color.

On November 2, 2020, Council approved an approach to establishing a Social Justice and Equity Commission (Commission) that is led by the City's Equity and Inclusion Coordinator and a Founding Members Work Group made up of community members from underrepresented populations, with an emphasis on Black, Indigenous, and People of Color. This group will host a series of Community Conversations to elevate the voices of marginalized community members and use the input gathered to recommend to Council the new Commission's:

- Make-up and terms

- Formal name
- Scope of work
- First year work plan

The purpose of this agenda item is to provide a briefing on the launch of the public engagement process to form the new Commission. Staff will share Community Conversation dates, an updated process timeline, and communications plan.

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

There is significant interest to address systemic racism and inequality in the community. Residents' input received by staff and City Councilmembers strongly supports a process that is highly inclusive, pays specific attention to the concerns and experiences of marginalized community members and fosters and repairs trust amongst the City and residents.

**Options:**

1. Recieve the breifing.
2. Do not recivw the brefing.
3. Recive the breifing at another time.

**Financial Impact:**

None.

**Attachments:**

Community Conversation Project Overview  
Process Timeline

## COMMUNITY CONVERSATIONS | OVERVIEW

Updated: 4/6/21

WHAT	2021 Community Conversations to Shape Recommendations on Social Justice and Equity Commission Name, Make-Up, Focus and First-Year Work Plan
PURPOSE (WHY)	<b>To listen to community members most impacted by social and institutional injustice, helping inform the focus of a new commission that can advise City Council, City Executive leadership and City staff on how to best decolonize and eliminate heteropatriarchal White supremacy in City government.</b>
WHO	<p>Smaller focus groups: Focus groups of Olympia residents who collectively reflect a demographic population or group. Participants will be identified and invited by the Founding Members Work Group and the City's Equity and Inclusion Coordinator.</p> <p>Community-wide conversation: Residents responding to a community-wide invitation made via press release and direct shares with organizational contacts.</p>
WHEN	<ul style="list-style-type: none"><li>• Focus Group: Black, Indigenous, and People of Color; April 24, 2021 from noon to 3 p.m.</li><li>• Focus Group: Black, Indigenous, and People of Color, LGBTQ+; April 29, 2021 from 5 to 8 p.m.</li><li>• Focus Group: Black, Indigenous, and People of Color, Immigrant; May 1, 2021 from noon to 3 p.m.</li><li>• Focus Group: Black, Indigenous, and People of Color, Differently-Abled; May 8, 2021 from noon to 3 p.m.</li><li>• Focus Group: Black, Indigenous, and People of Color, Unstably Housed; May 15, 2021 from noon to 3 p.m.</li><li>• City-Wide Conversation: May 22, 2021 from noon to 4 p.m.</li></ul>
WHERE	Online – Zoom
HOW	Racial healing circle format led by Fernell Miller, Founding Members Work Group and members of the Equity Institute when needed.
ROLES	City Council: Listen; uphold the authenticity and validity of the process and its outcomes; appoint Commission members; and approve the Commission's first work plan.



	<p>Equity and Inclusion Coordinator: Coordinate and co-lead the process; listen to conversations; extend invitations to partner organizations and participants; liaison (and provide updates) to City Council and Executive staff; develop key communication messages; and serve as liaison and resource to the newly formed Commission.</p> <p>Founding Members Work Group: Co-lead the process; invite a broad variety of viewpoints and life experiences into the community dialogue; extend invitations to partner organizations and participants; host conversations and listen to participants; seek out learning opportunities; share out what's being heard and learned throughout the process and use it to guide formation of the new Commission.</p> <p>Facilitators: Within community-wide conversation and focus groups, provide a safe, welcoming and comfortable space so that participants can engage in a thoughtful and respectful dialogue; support and empower Founding Members Work Group to lead the process; help to ensure that participants' stories, concerns and ideas are honored and captured so as to be fully considered and reflected in the process outcomes.</p> <p>Community Partners: Help expand the Founding Members Work Group's reach to engage with marginalized and oppressed groups in our community; help ensure the voices, life experiences and perspectives they know and represent are included in the community dialogue; and partner as co-hosts in helping to provide safe and welcoming spaces in which to host the community-wide conversations and focus groups.</p> <p>Data Analyst(s): Provide recommendations on input collection; review all input received throughout the process; sort and analyze for patterns, themes, and key findings; and summarize and report on the findings.</p>
INTENTION	<ul style="list-style-type: none"> <li>● Building greater trust and collaboration among City government and traditionally underrepresented and marginalized groups;</li> <li>● Elevating the voices of community members whose lived experiences have consistently, persistently and historically been marginalized, erased and ignored.</li> <li>● Ensuring marginalized community members, with an emphasis on Black, Indigenous and People of Color, have more than equitable influence on forming this commission and in turn on the Commission's ability to influence the City Council and City leadership;</li> <li>● Creating opportunities for learning together across differences;</li> <li>● Inspiring meaningful individual steps towards a more equitable quality of life for all community members; and</li> </ul>

	<ul style="list-style-type: none"><li>● Fostering a stronger and more broad-based collective investment in systemic and long-lasting change.</li></ul>
MORE INFO	<p>Olivia Salazar de Breaux Equity and Inclusion Coordinator <a href="mailto:osalazar@ci.olympia.wa.us">osalazar@ci.olympia.wa.us</a> (360) 753-8343 <a href="http://www.engage.olympiawa.gov">www.engage.olympiawa.gov</a></p>

## Social Justice and Equity Commission Community Engagement Process Timeline

*Updated 4/5/21*

### Phase II – Community Outreach

April 12	Launch Engage Olympia ( <a href="http://www.engage.olympiawa.gov">www.engage.olympiawa.gov</a> )
April 24	Focus Group Session #1 <i>Invitation only – Black, Indigenous, People of Color</i>
April 29	Focus Group Session #2 <i>Invitation only - Black, Indigenous, People of Color, LGBTQ+</i>
May 1	Focus Group Session #3 <i>Invitation only - Black, Indigenous, People of Color, Immigrant</i>
May 8	Focus Group Session #4 <i>Invitation only - Black, Indigenous, People of Color, Differently-Abled</i>
May 15	Focus Group Session #5 <i>Invitation only - Black, Indigenous, People of Color, Unstably Housed</i>
May 22	Community Conversation (City-wide)

### Phase III – Recommendations and Work Plan

May 23 – July 16	Founding Member Work Group analyzes data and crafts recommendations
July 28	General Government Subcommittee Meeting <i>Work Group presents recommendation</i>

### Phase IV – Final Recommendations to Council and Commissioner Appointments

August TBD	Council Meeting <i>Final recommendation, approval by General Government Subcommittee</i>
TBD	Open recruitment for permanent Commissioners



## City Council

### Approval of a Resolution Authorizing the 2021 Home Fund Capital Awards for Supportive Housing

**Agenda Date:** 4/13/2021  
**Agenda Item Number:** 6.C  
**File Number:** 21-0345

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

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#### **Title**

Approval of a Resolution Authorizing the 2021 Home Fund Capital Awards for Supportive Housing

#### **Recommended Action**

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

The Home Fund Advisory Board's recommends authorizing the 2021 Home Fund Capital Awards for Supportive Housing to Family Support Center of South Sound for \$400,000, Low Income Housing Institute for \$150,000, and Housing Authority of Thurston County for \$150,000.

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

Move to approve the Home Fund Advisory Board's recommendation authorizing the 2021 Home Fund Capital Awards and authorize staff to proceed to send conditional award letters for the 2021 funding round for the Olympia Home Fund for affordable housing acquisition and construction.

#### **Report**

##### **Issue:**

Whether to approve the Home Fund Advisory Board's recommendation authorizing the 2021 Home Fund Capital Awards for Supportive Housing to Family Support Center of South Sound for \$400,000, Low Income Housing Institute for \$150,000, and Housing Authority of Thurston County for \$150,000 and authorize staff to proceed to send conditional award letters for the 2021 funding round for the Olympia Home Fund for affordable housing acquisition and construction.

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

Cary Retlin, Home Fund Manager, Executive, 360.570.3956

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

Cary Retlin, City of Olympia

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

###### Home Fund Advisory Board Recommendation:

The Olympia Home Fund Advisory Board unanimously recommends making three conditional awards. These will be the first funding commitments for two of these projects, the third award would fill a funding gap so Family Support Center's project can stay on schedule for construction.

Since the Family Support Center's project is nearly fully funded and is the most ready to proceed to construction already has a Home Fund commitment, the Home Fund Advisory prioritized that project and split remaining funds to the other projects. If the Housing Authority or Low-Income Housing Institute (LIHI) projects are not able to fill funding gaps at the county or state and cannot proceed staff would return to council and recommend increasing funds for the remaining project.

If each project is successful this will result in 183 units of affordable housing for households below 50 percent area median income (AMI), many for homeless households below 30 percent AMI.

Award letters drafted by staff (attached) would accompany future applications for funds and make this project more competitive against similar projects in other jurisdictions. If all funds are awarded and other award letter criteria are met staff would draft contracts for your review and approval.

Overview of Requests and Recommendations:

<i>Applicant</i>	<i>Population</i>	<i>Units</i>	<i>Request</i>	<i>Award Rec.</i>
Family Support Center	Homeless families	62	\$400,000	\$400,000
Housing Authority	Low-income seniors	58	\$700,000	\$150,000
LIHI	Low-income single adults	63	\$700,000	\$150,000

Family Support Center of South Sound

This project is the Board's highest priority for funding of the three since it is the most ready to proceed of the three applicants and is serving the most homeless households. This project was awarded funds from Olympia last year and has since won state Housing Trust Fund and federal Tax Credits to finance the \$22 million construction cost.

The Family Support Center's 62-unit apartment complex for homeless families across from their westside campus needs \$400,000 more from Olympia, in addition to the \$1 million awarded from the City of Olympia last year.

Unfortunately, changes in the federal Tax Credit market, and because a local financial institution had to withdraw their investment, the Family Support Center has a financing gap of \$1 million. Gaps like this are common this year for affordable housing projects across the state this year. The state Housing Trust Fund warned cities and counties earlier this year that they would not have reserves to support projects like this with funding gaps, so we cannot rely on state resources to meet this gap.

Total construction cost \$22.7 million or \$366,763 per unit (higher than LIHI in part because these are multiple bedroom units).

Low Income Housing Institute (LIHI)

LIHI proposes to construct 63 more units in phase 2 at 2828 Martin Way. Their phase 1 is already under construction (65 apartments and 60 shelter beds).

Phase 2 would dedicate 32 units for households at or below 30 percent AMI and 31 units for those below 50 percent AMI. At least 39 units would be dedicated to homeless households placed through coordinated entry.

The total construction cost is \$18.6 million or \$291,600 per unit.

### Housing Authority of Thurston County

The Housing Authority of Thurston County applied for Home Fund support to acquire a 58-unit motel in Tumwater and convert it to transitional housing. 36 of the units will be dedicated to those below 30 percent AMI, the remaining 21 will be dedicated to people with incomes below 50 percent AMI. All services and placement referrals will go through the Housing Authority's Stability Division, which receives referrals through Coordinated Entry.

This is the first time an application has been received for a project outside of Olympia. The Home Fund Advisory discussed that and concluded that it was in Olympia's best interest to support projects throughout the county since affordable housing is a need beyond Olympia.

The total acquisition cost is \$3.3 million for 58 units for a per unit cost of \$58,719.

### Background of the Home Fund:

The Olympia Home Fund was created in 2018 by a sales tax levy approved by Olympia voters. Proceeds from the Home Fund account will be used to construct affordable and supportive housing and related purposes; including mental and behavioral health facilities, costs for operations, maintenance, delivery and evaluation of mental health programs and services, or housing-related services, as allowed by RCW 82.14.530.

### 2021 Home Fund Capital Award Criteria:

The Home Fund Advisory created criteria for the 2021 award based on the 2018 sales tax levy approved by Olympia voters. The Criteria included:

Construct new affordable housing units, shelter beds, or treatment beds in Thurston County Washington. Construction can include conversion of existing market rate units into affordable housing.

Provide housing to households earning no more than 50 percent of area median income (AMI). Beyond the minimum 50 percent AMI requirement, applicants are strongly encouraged to include as many units as possible that are affordable to households with incomes below 50% AMI.

Provide housing, treatment, or shelter for targeted vulnerable household types including:

- Seniors
- Single adults who are chronically homeless and have a disability
- Families with children
- Unaccompanied youth or young adults
- Survivors of domestic violence
- Veterans

Reduce homelessness in Thurston County's most vulnerable homeless households through referrals from a Thurston County Coordinated Entry provider.

Demonstrate readiness to begin construction based on occupancy date and other measures.

Provide integrated supportive services at the housing, shelter or treatment facility after construction.

Demonstrate efficiency in development costs to maximize the impact of City and other public and private fund sources. This priority will be evaluated through per-unit costs and a review of the project budget.

Background on application criteria and Request for Proposal Process:

Based on the criteria an RFP was posted on the City website and on the Builders Exchange webpage. The RFP legal notice was also posted in the Olympian. Three applications were received before the deadline. The Home Fund Advisory Board members reviewed the applications, scored them, and met to discuss its merits and challenges at their February meeting. That discussion resulted in a unanimous funding recommendation.

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

Affordable housing development and homelessness are of high interest to the community. Siting of affordable housing projects are also of high interest to the public and neighborhoods.

**Options:**

1. Approve 2021 Home Fund Advisory Board award recommendation authorizing the 2021 Home Fund Capital Awards for Supportive Housing to:
  - Family Support Center of South Sound for \$400,000
  - Low Income Housing Institute for \$150,000
  - Housing Authority of Thurston County for \$150,000
2. Direct staff to take other action.
3. Do not take action related to the Home Fund Advisory Board recommendation.

**Financial Impact:**

The Olympia Home Fund would obligate \$700,000 in awards for construction and acquisition of affordable housing based on the terms set in the award letters.

**Attachments:**

Resolution  
Family Support Center Draft Award Letter  
LIHI Draft Award Letter  
Housing Authority Draft Award Letter  
2021 Request for Proposal

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
AUTHORIZING THE 2021 HOME FUND CAPITAL AWARDS FOR SUPPORTIVE HOUSING TO  
THE FAMILY SUPPORT CENTER OF SOUTH SOUND, THE LOW INCOME HOUSING  
INSTITUTE, AND THE HOUSING AUTHORITY OF THURSTON COUNTY**

**WHEREAS**, in February 2018, Olympia voters approved City of Olympia Proposition No. 1, authorizing an additional sales and use tax pursuant to RCW 82.14.530 for housing and related services at a rate of one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax; and

**WHEREAS**, on March 6, 2018, the Olympia City Council enacted Ordinance No. 7127, which provided that the additional sales and use tax receipts provided by RCW 82.14.530 shall be used for low income housing and housing-related services, including mental and behavioral health programs and facilities as required by RCW 82.14.530 and that a minimum of sixty percent (60%) of the monies collected under RCW 82.14.530 shall be used for the housing and housing-related purposes as defined in RCW 82.14.530(2)(a)(i), (ii), and (iii), and the remainder of the monies collected shall be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services as required by RCW 82.14.530(2)(c); and

**WHEREAS**, in 2019, the Olympia City Council adopted and approved a Home Fund Charter for the purpose of creating the charter Home Fund Advisory Board to ensure that the expenditures of the Olympia Home Fund dollars and other resources are invested based upon the priorities and commitments made by the City to voters and that the initial Home Fund Advisory Board would consist of a broad based group of citizens, residents and affected partners who could advise the City Council on how best to invest limited housing and related social service dollars to meet the most urgent community needs as permitted by relevant statutes and ordinances; and

**WHEREAS**, on March 10, 2021, the Home Fund Advisory Board met and considered three qualifying applications for construction funding for the development of new affordable housing units, shelter beds, or treatment beds for specific income levels and populations in Thurston County and made a unanimous recommendation to the City Council to authorize the 2021 Home Fund Capital Awards for Supportive Housing to the Family Support Center of Sound in the amount of \$400,000, the Low Income Housing Institute in the amount of \$150,000, and the Housing Authority of Thurston County in the amount of \$150,000, based upon certain conditions; and

**WHEREAS**, the City Council finds it to be in the best interest of the City of Olympia to authorize the 2021 Home Fund Capital Awards for Supportive Housing as recommended by the Home Fund Advisory Board;

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



1. The 2021 Home Fund Capital Awards for Supportive Housing are hereby authorized to the following qualifying applicants, based upon certain conditions:

- Family Support Center of South Sound \$400,000
- Low Income Housing Institute \$150,000
- Housing Authority of Thurston County \$150,000

2. The City Manager or his designee is authorized to send conditional award letters to the Family Support Center of South Sound, the Low Income Housing Institute, and the Housing Authority of Thurston County, and to enter into contract negotiations with each applicant once preconditions have been met.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

**Mark Barber**  
CITY ATTORNEY



April 14, 2021

Trish Gregory, Executive Director  
Family Support Center of South Sound  
Via Email – TrishG@fscss.org

Re: Supplemental Award for \$400,000 from City of Olympia Home Fund

Dear Trish:

Congratulations! Your application for the City of Olympia's Home Fund in the amount of \$400,000 for developing 62 new homes for the neediest of families in Olympia was conditionally approved by City Council at their April 13, 2021 meeting. These funds are available through the City of Olympia Home Fund.

This award is an additional supplement intended to fill a funding gap in your project budget. It is in addition to the \$1 million conditional award from the City in 2020.

This award is conditional and is not a guarantee of funds. This letter provides an overview of our conditions and what some details you can expect in our contract for services. Once I am assured the preconditions for contracting are met, we will negotiate a contract to make funds available for your project.

As you pursue funds from other funders, you must provide me with the following by email:

- ☐ Updated development budgets and operating pro forma submitted to other funders;
- ☐ A written summary of changes in services provided, populations served, and cost changes in those applications.

These other Home Fund preconditions also apply: You must provide me emailed copies of award letters or reservation of credits from the sources you documented in your application including:

- ☐ Thurston County (including local, state or federal resources)
- ☐ Washington State Department of Commerce (including Housing Trust Fund)
- ☐ Washington State Housing Finance Commission (including Tax Credits)
- ☐ Other funds and funders

I will initiate contract negotiation after you provide those documents. Council and the Home Fund Advisory Board require that our contract stipulate:

- No funds will be made available until commitment is documented from your other proposed funders (examples are above in this letter);

- All funds will be paid through reimbursements documented through invoices;
- Draws sent to other public funders must also be sent to the City of Olympia;
- Reimbursements for development fees may be linked to project milestones (like permits, occupancy, or other negotiated milestones);
- Our contract term will be consistent with your development timeline;
- Your budget and scope of work will be based on the application you submitted;
- Your proposal and contract will meet the requirements of the City of Olympia Home Fund's Administrative Plan;
- Other agreements, like a Development Agreement or Good Neighbor Plan, may be required;
- Funds will not be available to draw until the end of first quarter of next year.

Please notify me as you reach funding and other milestones or encounter challenges. I anticipate reserving your award for the time period specified in your application. If you do not demonstrate the progress you proposed within nine months of the date of this letter the City of Olympia reserves the right to withdraw this award.

I am committed to helping your project be successful. Please let me know how I can help along the way. I can be reached at [cretlin@ci.olympia.wa.us](mailto:cretlin@ci.olympia.wa.us) or 360.570.3956.

Thank you for your commitment to make the City of Olympia more affordable for everyone in our community!

Sincerely,

CARY RETLIN

Home Fund Manager



April 14, 2021

Sharon Lee, Executive Director  
Low Income Housing Institute  
*Via Email* – Sharonl@lihi.org

Re: Award for \$150,000 from City of Olympia Home Fund

Dear Sharon:

Congratulations! Your application for the City of Olympia's Home Fund in the amount of \$150,000 for developing 63 new homes for the most vulnerable adults in Olympia was conditionally approved by City Council at their April 13, 2021 meeting. These funds are available through the City of Olympia Home Fund.

This award is conditional and is not a guarantee of funds. This letter provides an overview of our conditions and what some details you can expect in our contract for services. Once I am assured the preconditions for contracting are met, we will negotiate a contract to make funds available for your project.

As you pursue funds from other funders, you must provide me with the following by email:

- ☐ Updated development budgets and operating pro forma submitted to other funders;
- ☐ A written summary of changes in services provided, populations served, and cost changes in those applications.

These other Home Fund preconditions also apply: You must provide me emailed copies of award letters or reservation of credits from the sources you documented in your application including:

- ☐ Thurston County (including local, state or federal resources)
- ☐ Washington State Department of Commerce (including Housing Trust Fund)
- ☐ Washington State Housing Finance Commission (including Tax Credits)
- ☐ Other funds and funders

I will initiate contract negotiation after you provide those documents. Council and the Home Fund Advisory Board require that our contract stipulate:

- No funds will be made available until commitment is documented from your other proposed funders (examples are above in this letter);
- All funds will be paid through reimbursements documented through invoices;

- Draws sent to other public funders must also be sent to the City of Olympia;
- Reimbursements for development fees may be linked to project milestones (like permits, occupancy, or other negotiated milestones);
- Our contract term will be consistent with your development timeline;
- Your budget and scope of work will be based on the application you submitted;
- Your proposal and contract will meet the requirements of the City of Olympia Home Fund's Administrative Plan;
- Other agreements, like a Development Agreement or Good Neighbor Plan, may be required;
- Funds will not be available to draw until the end of first quarter of next year.

Please notify me as you reach funding and other milestones or encounter challenges. I anticipate reserving your award for the time period specified in your application. If you do not demonstrate the progress you proposed within nine months of the date of this letter the City of Olympia reserves the right to withdraw this award.

I am committed to helping your project be successful. Please let me know how I can help along the way. I can be reached at [cretlin@ci.olympia.wa.us](mailto:cretlin@ci.olympia.wa.us) or 360.570.3956.

Thank you for your commitment to make the City of Olympia more affordable for everyone in our community!

Sincerely,

CARY RETLIN  
Home Fund Manager



April 14, 2021

Craig Chance, Executive Director  
Housing Authority of Thurston County  
Via Email – CraigC@hatc.org

Re: Award for \$150,000 from City of Olympia Home Fund

Dear Craig:

Congratulations! Your application for the City of Olympia's Home Fund in the amount of \$150,000 for acquiring property for conversion of 58 new units for low-income seniors in Thurston County was conditionally approved by City Council at their April 13, 2021 meeting. These funds are available through the City of Olympia Home Fund.

This award is conditional and is not a guarantee of funds. This letter provides an overview of our conditions and what some details you can expect in our contract for services. Once I am assured the preconditions for contracting are met, we will negotiate a contract to make funds available for your project.

As you pursue funds from other funders, you must provide me with the following by email:

- ☐ Updated development budgets and operating pro forma submitted to other funders;
- ☐ A written summary of changes in services provided, populations served, and cost changes in those applications.

These other Home Fund preconditions also apply: You must provide me emailed copies of award letters or reservation of credits from the sources you documented in your application including:

- ☐ Thurston County (including local, state or federal resources)
- ☐ Washington State Department of Commerce (including Housing Trust Fund)
- ☐ Other funds and funders

I will initiate contract negotiation after you provide those documents. Council and the Home Fund Advisory Board require that our contract stipulate:

- No funds will be made available until commitment is documented from your other proposed funders (examples are above in this letter);
- All funds will be paid through reimbursements documented through invoices;
- Draws sent to other public funders must also be sent to the City of Olympia;

- Reimbursements for fees may be linked to project milestones (like permits, occupancy, or other negotiated milestones);
- Our contract term will be consistent with your acquisition and rehabilitation timeline;
- Your budget and scope of work will be based on the application you submitted;
- Your proposal and contract will meet the requirements of the City of Olympia Home Fund's Administrative Plan;
- Other agreements, like a Development Agreement or Good Neighbor Plan, may be required by other jurisdictions;
- Funds will not be available to draw until the end of first quarter of next year.

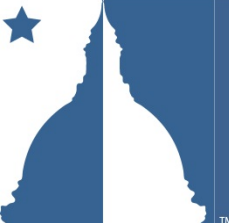
Please notify me as you reach funding and other milestones or encounter challenges. If you have not executed a purchase and sale agreement within six months of the date of this letter the City of Olympia reserves the right to withdraw this award.

I am committed to helping your project be successful. Please let me know how I can help along the way. I can be reached at [cretlin@ci.olympia.wa.us](mailto:cretlin@ci.olympia.wa.us) or 360.570.3956.

Thank you for your commitment to make the City of Olympia more affordable for everyone in our community!

Sincerely,

CARY RETLIN  
Home Fund Manager



# Request for Proposal (RFP)

City of Olympia | Capital of Washington State

## OLYMPIA HOME FUND: CAPITAL FUNDS FOR SUPPORTIVE HOUSING

The City of Olympia (City) is seeking proposals from qualified development teams to submit proposals for construction funding for the development of new affordable housing, shelter, or treatment for specific income levels and populations in Thurston County.

The Home Fund has set the goal of supporting the construction of 300 units of supportive housing in Thurston County in the next five years. Two construction projects that will build 128 units toward that goal have been awarded in the program's first two years of operation.

### **APPLICATION REQUIREMENTS**

- At least 40 percent of the units in the project must be set aside as supportive housing.
- At least 60 percent of the units must be set aside for referral for homeless households through Coordinated Entry.
- Units must be targeted to serve households described in the Objectives section below.

The deadline for submission of proposals is **5 PM PDT, Friday February 26, 2021.**

Only email submissions will be accepted.

### **INTRODUCTION**

The Olympia Home Fund was created in 2018 by a sales tax levy approved by Olympia voters. Proceeds from the Home Fund Account will be used to construct affordable and supportive housing and housing-related purposes, including mental and behavioral health facilities, and for costs for operations, maintenance, delivery, and evaluation of mental health programs and services, or housing-related services, as allowed by [RCW 82.14.530](#)<sup>1</sup>.

### **CONSTRUCTION OBJECTIVES**

- **Construct new affordable housing units, shelter beds, or treatment beds in Thurston County Washington.** Construction can include conversion of existing market rate units into affordable housing.
- **Provide housing to households earning no more than 50 percent of area median income (AMI).** Beyond the minimum 50 percent AMI requirement, applicants are strongly encouraged to include as many units as possible that are affordable to households with incomes below 50% AMI.

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<sup>1</sup> Olympia Home Fund Proposition 1 Ballot Language, 2018



- **Provide housing, treatment, or shelter for targeted vulnerable household types** including:
  - Seniors
  - Single adults who are chronically homeless and have a disability
  - Families with children
  - Unaccompanied youth or young adults
  - Survivors of domestic violence
  - Veterans
- **Reduce homelessness to Thurston County's most vulnerable homeless households** through referrals from a Thurston County Coordinated Entry provider. Proposals should articulate what levels of service and operating subsidies would likely be necessary for the project to be successful, and any partnerships have been or will need to be established to successfully operate the homeless units.
- Demonstrate **readiness** to begin construction based on occupancy date and other measures.
- Provide **integrated supportive services** at the housing, shelter, or treatment facility after construction.
- Demonstrate **efficiency in development costs** to maximize the impact of City and other public and private fund sources. This priority will be evaluated through per-unit costs and a review of the project budget.

## **SCHEDULE**

The following schedule is to inform vendors of the estimated timetable of the RFP response preparation and evaluation. Please note the following dates when preparing your response to the RFP. The City reserves the right to modify this schedule at its discretion; timelines will never shorten.

This schedule is designed to accommodate projects that also anticipate applying for funds from Thurston County in 2021.

<b>SCHEDULE DATES</b>	<b>DATE</b>
Issuance of Request for Proposal (RFP)	Friday, January 25, 2021 by 5:00 p.m. Pacific Time
Deadline for questions	Friday, February 12, 2021 at 5:00 p.m. Pacific Time
Responses to questions with Question & Answer addenda	Tuesday, February 16, 2021
Proposal responses due	Friday, February 26, 2021 at 5:00 p.m. Pacific Time
Finalist(s) selected and notified	Week of March 8, 2021
Selection Notification	Week of March 22, 2021

## **CONTRACT AND COMPENSATION**

The selected developer will be required to enter into a contract with the City with a duration of up to five years. The City Council has budgeted up to \$700,000 for these activities. The City may award multiple contracts, or choose not to award. These funds will not be available to begin to draw until September of 2022.

The City of Olympia's Professional Service Agreement (PSA) will be the contract document for these services. A sample of the PSA is available for review on the City's website ([www.olympiawa.gov/RFP](http://www.olympiawa.gov/RFP)). All consultants are advised that when applicable, the Equal Benefits Compliance Declaration Form will be used on this project. These contracts are subject to certification of equal benefits provided to all employees.

## **SUBMISSION REQUIREMENTS**

Proposals must be emailed to Cary Retlin, Home Fund Manager, **no later than 5:00 p.m. Pacific Time on Friday February 26, 2021** to [cretlin@ci.olympia.wa.us](mailto:cretlin@ci.olympia.wa.us). Submissions must include:

1. At least 40 percent of the units of the project must be set aside as supportive housing.
2. At least 60 percent of the units must be set aside for referral for homeless households through Thurston County Coordinated Entry.
3. Units must be targeted to serve households described in the Objectives section below.

**Detailed application response requirements** are under Directions for Delivery of Application (proposal response) on page 7.

## **INSTRUCTION TO PROPOSERS**

**Questions related to this RFP** must be submitted in writing to Cary Retlin, Home Fund Manager, at [cretlin@ci.olympia.wa.us](mailto:cretlin@ci.olympia.wa.us). **Questions via telephone will not be accepted.** All questions related to this RFP (detailed in Exhibit C) must be received by Friday February 12, 2021 at 5:00 p.m. Pacific Time. Questions received after this date may not be answered.

**To Make Public Records Request:** To obtain records related to this RFP via a public records request, please visit our [Public Records webpage](#). Public records fee apply.

After application submittal, the Home Fund Advisory Board or staff may arrange an interview for those respondents that are short listed or select from submitted written material.

## **SCORING CRITERIA**

### **1. Serve priority population (20 percent of score)**

The Olympia Home Fund will prioritize projects and programs serving the most vulnerable members of our community:

a. **Households with incomes below 50 percent of AMI** based on U.S. Department of Housing and Urban Development (HUD) 2020 income limits<sup>2</sup>.

b. **Those priority populations also include one or a mix of the following:**

- Seniors (age 62 or over)
- Single adults who are chronically homeless and have a disability
- Families with children
- Unaccompanied homeless youth or young adults<sup>3</sup>
- Other people with special needs including:
  - Individuals with disabilities,
  - Individuals with behavioral health challenges,
  - Survivors of domestic violence,
  - Veterans.

**2. Demonstrate readiness (20 percent of score)**

Readiness is defined as projects that have site control, a percentage of other committed fund sources, development teams in place, or other measures of preparation for construction and tenancy.

**3. Reduce homelessness for the most vulnerable (10 percent of score)**

Priority will be placed on housing projects that plan to serve the most homeless households with the highest Vulnerability Index scores (although a project does not need to solely target homeless households). Any project serving homeless households must receive those placement referrals through a Thurston County Coordinated Entry provider.

**4. Provide Supportive housing (20 percent of score)**

Supportive services can be provided by the housing operator, or by another partnering agency. Projects that include agencies that have been trained or evaluated in Substance Abuse and Mental Health Services Administration (SAMHSA) Supportive Housing Fidelity will be prioritized.

**5. Cost (30 percent of score)**

Projects will be expected to maximize per-unit cost effectiveness and leverage non-City funds to increase financial stability. Examples of leverage include donations of cash or property, or anticipated funds from philanthropic, conventional financing, or public sources (including Thurston County, Washington State Department of Commerce, or Washington State Housing Finance Commission).

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<sup>2</sup> This round is targeting projects that serve income levels at or below 50 percent of median income. The Olympia Home Fund Administrative and Financial Plan (2017) targets up to 60 percent of median income. This round is targeted to serve even lower income levels.

<sup>3</sup> This population is not currently included in the Olympia Home Fund Administrative and Financial Plan (2017) but is included in RCW 82.14.530.

The City may select more than one respondent to receive an award. Proposals will be evaluated based on the following criteria (the application questions are attached in Exhibit C):

### **Selection Criteria Scoring Summary**

Serve priority population	20
Demonstrate readiness	20
Reduce homelessness for the most vulnerable	10
Provide supportive housing	20
Cost	30
<b>Total possible score</b>	<b>100</b>

### **DISCRETION AND LIABILITY WAIVER**

The City reserves the right to reject all proposals or to request and obtain, from one or more of the respondents, supplementary information as may be necessary for the City to analyze the proposals pursuant to the selection criteria contained in this RFP.

The respondent, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

The City is not be responsible for any costs incurred by the respondents in preparing, submitting or presenting its response to the RFP.

The City reserves the right to negotiate with the selected respondent(s) the exact terms and conditions of the contract or agreement.

The selected respondent(s) will be an independent contractor, not City employee.

The City reserves the right to cancel this RFP at any time.

All RFP documents are public record and subject to public disclosure.

Washington State Law and Venue: Any resulting contracts, (if any) must be construed under the laws of the State of Washington. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of resulting contracts must be brought in Thurston County, Washington.

Consultants on City contracts estimated to \$50,000 or more are required to comply with Olympia's Equal Benefits Ordinance, and Equal Benefits Compliance Declaration (Exhibits A & B).

### **DIRECTIONS FOR DELIVERY OF APPLICATION (PROPOSAL RESPONSE)**

The deadline for submission of proposals is Friday **February 26, 2021 at 5 PM.**

All applications must include:

1. A scan of the signed Statement Of Compliance With Nondiscrimination Requirement (Exhibit A)
2. A scan of the signed Equal Benefits Compliance Declaration (Exhibit B)
3. A Microsoft Word narrative response to the application questions (Exhibit C) and;
4. A Microsoft Excel Budget completed in the Washington State Combined Funders Application Spreadsheet.

Application documents must be emailed to Cary Retlin, Home Fund Manager, at [cretlin@ci.olympia.wa.us](mailto:cretlin@ci.olympia.wa.us)

***Exhibit "A"***

**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. 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)

***Exhibit "B"***  
**EQUAL BENEFITS COMPLIANCE DECLARATION**

**Contractors or consultants on City agreements or contracts estimated to cost \$50,000 or more** shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

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

---

Consultant Name

---

Signature

---

Name (please print)

---

Date

---

Title

***Exhibit "C"***

**2021 Olympia Home Fund Application Questions**

Responses must be submitted for all questions for the application to be considered.

*These questions closely match the Thurston County Affordable Housing RFP questions to reduce administrative burden for applicants.*

1. Submitting organization name:
  
  
  
  
  
  
  
  
  
  
2. Name of primary contact for this application:
  
  
  
  
  
  
  
  
  
  
3. Telephone number, email, and mailing address for submitting organization:
  
  
  
  
  
  
  
  
  
  
4. Project Name:
  
  
  
  
  
  
  
  
  
  
5. Brief description of proposed project:
  
  
  
  
  
  
  
  
  
  
6. Location of project, city, address (if known), zoning (if known):
  
  
  
  
  
  
  
  
  
  
7. Name and brief experience of developer:
  
  
  
  
  
  
  
  
  
  
8. Name and brief experience of project manager (if organization managing project is different from developer):



**9. Serve priority population (20 percent of score)** *Priority Population is defined on RFP page 4)*

a. *Target population(s) of project:*

b. *Proposed number of units or beds total (if mixed, please specify each):*

c. *Proposed number units or beds per population:*


d. *Proposed number units or beds per income level:*


**10. Demonstrate readiness (20 percent of score)**

a. What is your estimated timeline for completion? When will the project receive a Temporary Certificate of occupancy from the City?

b. Has a site been identified for this project?

c. What site constraints exist for this project that could delay construction?

**11. Reduce homelessness for most vulnerable (10 percent of score)**

a. *How will this project support the most vulnerable homeless households referred through Coordinated Entry?*

b. *How many units or beds will be dedicated to the most vulnerable (of total constructed)?*

c. *What screening criteria will you provide to Coordinated Entry for this project?*

**12. Provide Supportive housing (20 percent of score)**

- a. Will this project provide supportive housing?
- b. What are the targeted supportive needs of the households served?
- c. How have supportive services been integrated into the construction and operations of the proposed project?
- d. How will services, like case management or behavioral health, be funded?
- e. Has the provider of these services been trained or evaluated in Substance Abuse and Mental Health Services Administration (SAMHSA) Supportive Housing Fidelity? If yes, estimate the most recent date and evaluating organization.

**13. Cost (30 percent of score)**

- a. What is the average cost per unit based on the total project cost?

*Please include your calculation here*

- b. Average cost per Home Fund dollar requested?

*Please include your calculation*

**14. A BUDGET SPREADSHEET MUST BE ATTACHED TO YOUR APPLICATION.** Your budget must be completed in the Washington State Combined Funders Application Spreadsheet and should include estimated income and expenses for:

- |   |  |
|---|--|
| <input type="checkbox"/> All anticipated fund sources including Olympia Home Fund | <input type="checkbox"/> Permits and fees            |
| <input type="checkbox"/> Design and inspection                                    | <input type="checkbox"/> Land/property acquisition   |
| <input type="checkbox"/> Project management                                       | <input type="checkbox"/> Site development            |
| <input type="checkbox"/> Relocation   | <input type="checkbox"/> Construction/rehabilitation |
| <input type="checkbox"/> Title Insurance  | <input type="checkbox"/> Utilities                   |
| <input type="checkbox"/> Environmental review                                     | <input type="checkbox"/> Other expenses              |



## City Council

### Approval of an Ordinance Relating to Employment in Olympia; Establishing Labor Standards Requirements for Additional Compensation for Grocery Employees Working in Olympia; and Declaring an Emergency and Establishing an Immediate Effective Date

**Agenda Date:** 4/13/2021  
**Agenda Item Number:** 6.D  
**File Number:** 21-0362

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

---

#### **Title**

Approval of an Ordinance Relating to Employment in Olympia; Establishing Labor Standards Requirements for Additional Compensation for Grocery Employees Working in Olympia; and Declaring an Emergency and Establishing an Immediate Effective Date

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the Ordinance relating to employment in Olympia; establishing Labor standards requirements for additional compensation for Grocery Employees working in Olympia; and declaring an emergency and establishing an immediate effective date.

#### **Report**

##### **Issue:**

Whether to establish labor standards requirements for additional hazard pay compensation for grocery employees working in Olympia.

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

Mark Barber, City Attorney, 360.753.8338

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

Mark Barber, City Attorney

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

In response to the COVID-19 pandemic, the federal and state governments have imposed eviction moratoria, provided financial support for persons and businesses, and imposed public health orders to protect people and businesses. During the pandemic, certain workers such as healthcare and first

responders, including grocery workers, have provided essential services although they are in harm's way due to the virus. Grocery store workers cannot perform their essential services remotely.

A study has shown that the positive rate of infection among grocery workers was five times as likely for those who interacted with customers as those who did not. This risk to grocery workers is occurring during a time when leading grocery businesses have generated record-breaking profits during the pandemic.

A grocery worker hazard pay ordinance for grocery workers employed at grocery businesses employing more than 250 employees worldwide, and which excludes convenience stores or food marts that are primarily engaged in retailing a limited line of goods that generally includes milk, bread, soda, and snacks, and also excluding farmers' markets, will provide qualifying grocery workers with an additional \$4.00 per hour worked as hazard pay.

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

Hazard pay is one step to recognize the dangers facing grocery workers as they support the Olympia community and to encourage grocery workers to continue their vital work in the City of Olympia.

**Options:**

1. Approve the Ordinance Relating to Employment in Olympia; Establishing Labor Standards Requirements for Additional Compensation for Grocery Employees Working in Olympia; and Declaring an Emergency and an Immediate Effective Date.
2. Direct staff to make changes to the Ordinance based on Council feedback.
3. Do not approve the Ordinance.

**Financial Impact:**

None.

**Attachments:**

Ordinance

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO EMPLOYMENT IN OLYMPIA; ESTABLISHING LABOR STANDARDS REQUIREMENTS FOR ADDITIONAL COMPENSATION FOR GROCERY EMPLOYEES WORKING IN OLYMPIA; DECLARING AN EMERGENCY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE**

**WHEREAS**, on January 31, 2020, the Secretary of the United States Department of Public Health and Human Services, Alex Azar, declared a public emergency effective January 27, 2020, for the novel coronavirus known as COVID-19; and

**WHEREAS**, on February 29, 2020, Governor Jay Inslee signed Proclamation 20-05 declaring that a State of Emergency exists in all counties in the State of Washington due to the number of confirmed cases of COVID-19 in the State, and that the risk of person-to-person transmission throughout Washington State and the United States of America would significantly impact the life and health of our people, as well as the economy of Washington State, and is a public disaster that affects life, health, property or the public peace. The Governor directed State agencies and departments to utilize State resources to do everything reasonably possible to assist political subdivisions of the State in an effort to respond and recover from the outbreak; and

**WHEREAS**, on March 17, 2020, the Olympia City Council enacted Ordinance No. 7233 declaring a state of public health emergency, and that the Olympia City Council will take all actions within its powers and resources to protect the public peace, health, safety and welfare of the citizens and businesses of the City of Olympia during the novel coronavirus COVID-19 pandemic to mitigate the consequences of the illness and public health emergency taking place and to maintain essential public services such as police, fire, public works and public utilities such as water and solid waste collection; and

**WHEREAS**, as a result of the continued worldwide spread of COVID-19, its significant progression in Washington State, and the high risk it poses to our most vulnerable populations, the Governor subsequently issued amendatory Proclamations 20-06 through 20-53, 20-55 through 20-67, and 20-69 through 20-70, exercising the Governor's emergency powers under RCW 43.06.220 by prohibiting certain activities and waiving and suspending specified laws and regulations; and

**WHEREAS**, on June 16, 2020, the Olympia City Council enacted Ordinance No. 7246 declaring a continuing state of public health emergency and authorizing actions as are reasonable and necessary to mitigate conditions caused by such public health emergency; and

**WHEREAS**, on September 15, 2020, the Olympia City Council enacted Ordinance No. 7248 declaring a continuing state of public health emergency and authorizing actions as are reasonable and necessary to mitigate conditions caused by such public health emergency; and

**WHEREAS**, on December 15, 2020, the Olympia City Council enacted Ordinance No. 7266 declaring a continuing state of public health emergency and authorizing actions as are reasonable and necessary to mitigate conditions caused by such public health emergency; and

**WHEREAS**, on February 23, 2021, the Olympia City Council enacted Ordinance No. 7274 declaring a continuing state of public health emergency and authorizing actions as are reasonable and necessary to mitigate conditions caused by such public health emergency until 11:59 p.m. on June 15, 2021; and

**WHEREAS**, on January 19, 2021, the Governor issued extensions of 26 emergency proclamations, which were extended by the Washington State Legislature on January 15, 2021 with the passage of Senate Concurrent Resolution 8402. The proclamations cover a broad range of statutory waivers that support state and local services during the COVID pandemic, including those necessary to support long term care and behavioral health facilities,

to provide access to government, to provide relief from tax penalties and fees, and to protect federal stimulus payments from collection for consumer debt. These emergency orders are effective throughout the state of emergency, unless rescinded by the Governor or the Legislature, whichever occurs first; and

**WHEREAS**, the COVID-19 disease, caused by a virus that spreads easily from person to person which may result in serious illness or death and has been classified by the World Health Organization as a worldwide pandemic continues to spread throughout Washington State, seriously increasing the threat of associated health risks statewide; and

**WHEREAS**, the health professionals and epidemiological modeling experts state the United States and the State of Washington must continue to modify and institute community mitigation efforts since the nature of COVID-19 viral transmission, including both asymptomatic and symptomatic spread as well as the relatively high infectious nature, suggests it is appropriate to slowly re-open Washington State only through a careful, phased, and science-based approach. Modelers continue to agree that fully relaxing social distancing measures will result in a sharp increase of cases; and

**WHEREAS**, the worldwide COVID-19 pandemic and its progression in Washington State continues to threaten the life and health of our people as well as the economy of Washington State, and remains a public disaster affecting life, health, property or the public peace; and

**WHEREAS**, the Washington State Department of Health continues to maintain a Public Health Incident Management Team in coordination with the State Emergency Operations Center and other supporting state agencies to manage the public health aspects of the incident; and

**WHEREAS**, on March 12, 2021, the Washington State Department of Health reported 350,661 confirmed cases and 5,167 deaths statewide due to COVID-19, and Thurston County reported 7,419 confirmed cases and 78 deaths due to COVID-19; and

**WHEREAS**, as of March 12, 2021, COVID-19 has resulted in 118,650,470 confirmed reported cases worldwide and worldwide deaths of 2,631,594, and 29,506,986 confirmed cases in the United States, and deaths totaling 535,758 within the United States; and

**WHEREAS**, in response to COVID-19, the federal and state governments have imposed eviction moratoria, provided financial support for persons and businesses, and imposed public health orders to protect people and businesses; and

**WHEREAS**, essential grocery workers cannot work remotely or by video; and

**WHEREAS**, according to the Brookings Metropolitan Policy Program, the United States' top retail companies, including grocery businesses, have generated record-breaking profits during the pandemic, with the top retail companies accumulating on average an additional \$16.7 billion in profits over the previous year amounting to a 40% increase in profits; and

**WHEREAS**, these profits are at least in part due to the efforts of grocery employees and other essential workers working despite a lethal pandemic and an above-average susceptibility and risk of exposure to COVID-19 in their workplace; and

**WHEREAS**, in exchange for their brave efforts, grocery employees have received limited or inconsistent additional pay despite grocery businesses earning record-breaking profits; and

**WHEREAS**, some grocers and grocer associations argue that they have already provided grocery workers with (temporary) extra pay, paid leave, unemployment insurance, enhanced safety protocols (professional deep cleaning sanitation sessions, social distancing, provided face masks, shielding, and limited store access), and they allege that they are paying increased taxes; and

**WHEREAS**, some grocery workers complain that stores are not thoroughly cleaned, mask requirements for the public are not enforced, and limited store access is not enforced; and

**WHEREAS**, in a study conducted by researchers including Dr. Justin Yang, an assistant professor at Boston University School of Medicine and researcher at Harvard TH Chan School of Public Health, found that the positive rate of infection among grocery employees was five times as likely for those who interacted with customers than for those who did not; and

**WHEREAS**, the cities of Seattle, Berkeley, Burien, Long Beach, Los Angeles, Oakland, Santa Clara, and Tacoma, have considered, are considering, or have adopted ordinances requiring grocery worker hazard pay; and

**WHEREAS**, the public health emergency caused by COVID-19 continues to warrant the exercise of the City's powers under authority of Article XI, Section 11, of the Washington State Constitution; and

**WHEREAS**, RCW 35A.11.020 provides that legislative bodies of municipalities in noncharter and code cities may adopt and enforce ordinances of all kinds relating to and regulating their local or municipal affairs and appropriate to the good government of the city; and

**WHEREAS**, RCW 35A.11.050 provides in part that the general grant of municipal power conferred by the Optional Municipal Code in Title 35A RCW on legislative bodies of noncharter and charter code cities "is intended to confer the greatest power of local self-government consistent with the Constitution of this state and shall be construed liberally in favor of such cities;" and

**WHEREAS**, the Washington State Supreme Court has found the National Labor Relations Act ("NLRA") does not preempt the establishment of a minimum wage and other employee protections since the establishment of a minimum labor standard does not impermissibly intrude upon the collective-bargaining process. *FiloFoods, LLC v. City of SeaTac*, 183 Wn.2d 770, 797-798 (2015); and

**WHEREAS**, in Washington State, the Supreme Court has held that "Courts cannot interfere with legislative discretion, and are slow to declare ordinances invalid because unreasonable, when the power to legislate upon the subject has been conferred upon the common council. The council's discretion, and not the court's, must control. In such matters the city authorities are usually better judges than the courts. An ordinance to be void for unreasonableness must be plainly and clearly unreasonable. There must be evidence of weight that it took inception either in a mistake, or in a spirit of fraud or wantonness on the part of the enacting body." *Walla Walla v. Ferdon*, 21 Wash. 308, 311 (1899), citation omitted; and

**WHEREAS**, the City of Olympia seeks to improve grocery worker safety, compensation for risk by requiring compliance with the federal, state, and county health standards, and to pay employees a wage that reflects the risk to the employees, the employees' families, acquaintances, and the increased costs to be safe, to obtain and manage personal protective equipment and other expenses;

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

**Section 1. Findings of Fact and Statement of Intent.** The Olympia City Council hereby incorporates the foregoing recitals as findings of fact and declares that the City Council is granted authority to pass regulations designed to protect and promote public health, safety, and welfare. It is the intent of the Olympia City Council to exercise the City of Olympia's police powers to pass regulations that promote public health, safety, and welfare during the COVID-19 public health emergency by requiring grocery businesses to provide hazard pay for qualifying grocery employees performing work in the City of Olympia, thereby increasing retention of employees who provide essential services on the frontlines of a global pandemic and paying additional compensation to those employees for the hazards of working with significant exposure to an infectious disease. Grocery employees are essential and necessary workers to protect the public health because their work sustains access to groceries. Hazard pay is one

step to recognize the dangers facing these employees as they support the Olympia community and to encourage grocery workers to continue their vital work, and provide them with additional financial resources.

**Section 2. Definitions.**

A. "Grocery business" means a retail store or entity operating in the City of Olympia that:

1. Has 250 or more employees worldwide, and is primarily engaged in retailing groceries for offsite consumption including but not limited to the sale of fresh produce, meats, poultry, fish, deli products, dairy products, canned and frozen foods, dry foods, beverages, baked foods, and/or prepared foods; and
2. "Grocery business" does not include convenience stores or food marts primarily engaged in retailing a limited line of goods that generally includes milk, bread, soda, and snacks. "Grocery business" also does not include farmers' markets.

B. "Grocery employee" means any hourly individual employed by an employer in a retail store, including but not limited to full-time employees, part-time employees, and temporary workers in Olympia that works exclusively in a grocery store facility and is unable to work remotely due to employment requirements.

**Section 3. Hazard Pay.** As permitted under Washington State Constitution Article XI, Section 11, grocery businesses shall pay grocery employees \$4.00 an hour over the grocery employees' hourly rate of pay as hazard pay for any work performed during this Washington State of Emergency in the City of Olympia, in addition to the grocery employees' other compensation. This Ordinance shall not apply to those grocery employees that were receiving hazard pay before this Ordinance became effective, but if the hazard pay amount is less than \$4.00, the grocery business shall pay the difference between the regular rate and the hazard rate.

**Section 4. Safety.** Each grocery business shall comply with health, safety, staffing, and workplace requirements consistent with applicable federal, state, and local health district requirements. Grocery businesses must disclose any COVID-19 outbreak to grocery employees within 24 hours of notifying state and county public health authorities.

CDC COVID-19 Guidance or an equivalent must be conspicuously posted in the grocery employee breakrooms, locker rooms, or lunchrooms. This provision applies to all grocery businesses regardless of whether grocery employees are already receiving hazard pay.

**Section 5. Enforcement.** Grocery employees who find that they have suffered or been injured physically or financially by a grocery business by its failure to comply with this Ordinance shall resort to any remedies that apply according to their employment contract or a collectively bargained agreement. Before resorting to remedies, the grocery employees shall give a supervisor notice of the violation and give the grocery business a reasonable time to cure or correct the violation. Violations that do not relate to compensation shall be grieved consistent with the grocery worker's employment contract or an applicable collectively bargained agreement.

If no collective bargaining agreement exists, or if those remedies have been exhausted, consistent with Article XI, Section 11, in addition to any existing right to pursue equitable or legal remedies, this Ordinance authorizes grocery employees or a union acting on a grocery employee's behalf to bring an equitable or legal action to enforce or recover unpaid hazard pay in Thurston County Superior Court.

**Section 6. Penalties.** For any successful claim by a grocery employee against a grocery business for unpaid hazard pay, the grocery employee shall be entitled to recover all unpaid compensation; all attorneys' fees, court costs, and expenses; and up to a fifty percent (50%) penalty of the unpaid compensation as a court of competent jurisdiction may find appropriate.



**Section 7. Retaliation Prohibited.** No grocery employer covered under the terms of this Ordinance shall, or any other person, interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this Ordinance.

**Section 8. Termination or Revocation.** This Ordinance shall cease to be effective on the date and at the time that the Washington State of Emergency ends either by proclamation or declaration of the Governor or by state law, whichever occurs first. Council may review whether the ordinance should remain in effect after four (4) months from the effective date of this Ordinance. The Enforcement and Penalties sections of this Ordinance shall continue for an additional three (3) months, excluding any time that the grocery employee has been diagnosed with COVID-19 during those three (3) months. The City Council may revoke or terminate this Ordinance as and when it finds appropriate.

**Section 9. Posting of Notice.** Grocery businesses must post a copy of this Ordinance next to or near the CDC COVID-19 Guidance or CDC COVID-19 Guidance equivalent within three (3) calendar days of adoption.

**Section 10. Severability.** Should a court of competent jurisdiction find any section, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

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

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

**APPROVED AS TO FORM:**

Mark Barber  
CITY ATTORNEY



City Hall  
601 4th Avenue E.  
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## City Council

### **Executive Session Pursuant to RCW 42.30.110 (1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter**

**Agenda Date:** 4/13/2021  
**Agenda Item Number:** 9.A  
**File Number:**21-0368

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**Type:** executive session   **Version:** 1   **Status:** Executive Session

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#### **Title**

Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter