



# Meeting Agenda

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, May 9, 2023**

**6:00 PM**

**Council Chambers, Online and  
Via Phone**

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**Register to Attend:**

[https://us02web.zoom.us/webinar/register/WN\\_EWWZIIIfrKi5f8b4TIKD7Q](https://us02web.zoom.us/webinar/register/WN_EWWZIIIfrKi5f8b4TIKD7Q)

**1. ROLL CALL**

**1.A ANNOUNCEMENTS**

**1.B APPROVAL OF AGENDA**

**2. SPECIAL RECOGNITION**

- 2.A** [23-0402](#) Special Recognition - Proclamation Recognizing Olympia Heritage Month and Review of 2023 Heritage Award Nominations

Attachments: [Proclamation](#)

- 2.B** [23-0404](#) Special Recognition - Proclamation Recognizing Jewish American Heritage Month

Attachments: [Proclamation](#)

- 2.C** [23-0390](#) Special Recognition - Proclamation Recognizing Asian American, Native Hawaiian, and Pacific Islander Heritage Month

Attachments: [Proclamation](#)

- 2.D** [23-0425](#) Special Recognition - Proclamation Recognizing Provider Appreciation Day

Attachments: [Proclamation](#)

**3. PUBLIC COMMENT**

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

*During this portion of the meeting, community members may address the City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these 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**     [23-0372](#)     Approval of April 18, 2023 City Council Meeting Minutes  
  
                 Attachments:     [Minutes](#)
- 4.B**     [23-0427](#)     Approval of April 24, 2023 Study Session Meeting Minutes  
  
                 Attachments:     [Minutes](#)
- 4.C**     [23-0403](#)     Approval of the 2023 Heritage Awards Nominations  
  
                 Attachments:     [Klaumbush House Nomination](#)  
                                 [BiTC Nomination](#)  
                                 [KGY Nomination](#)  
                                 [James Maeda Nomination](#)  
                                 [Rainy Day Nomination](#)  
                                 [KAOS Nomination](#)  
                                 [Joe Bague Nomination](#)
- 4.D**     [23-0366](#)     Approval of a Resolution Authorizing a Priority and Subordination Agreement with the Low Income Housing Institute for Unity Commons Phase II  
  
                 Attachments:     [Resolution](#)  
                                 [Agreement](#)
- 4.E**     [23-0369](#)     Approval of a Resolution Authorizing a Partial Impact Fee Exemption Agreement with Family Support Center of South Sound West Olympia LLLP for 3524 7th Avenue SW  
  
                 Attachments:     [Resolution](#)  
                                 [Agreement](#)
- 4.F**     [23-0375](#)     Approval of a Resolution Authorizing a Partial Impact Fee Exemption Agreement with the Housing Authority of Thurston County  
  
                 Attachments:     [Resolution](#)  
                                 [Agreement](#)
- 4.G**     [23-0401](#)     Approval of a Resolution Authorizing Purchase of a Conservation Easement Owned by the Olympia Coalition for Ecosystem Preservation

located near Cooper Point RD  
NW and 20th Ave NW

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

- 4.I [23-0410](#) Approval of a Resolution Authorizing Subordination of City Right-of-Way to the State of Washington Department of Ecology for an Environmental Covenant

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

#### 4. SECOND READINGS (Ordinances)

- 4.J [23-0316](#) Approval of Zoning Code Text Amendments Related to Reasonable Use Exceptions

Attachments: [Ordinance](#)  
[Planning Commission Minority Report](#)  
[Public Comments](#)

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

#### 5. PUBLIC HEARING - NONE

#### 6. OTHER BUSINESS

- 6.A [23-0376](#) Solicitation of Interest to Acquire and Develop Franz Anderson Road SE Into Permanent Supportive Housing Briefing

#### 7. CONTINUED PUBLIC COMMENT

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

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

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

#### 10. EXECUTIVE SESSION

- 10.A [23-0361](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter

#### 10. ADJOURNMENT

*The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's Executive Assistant at 360.753.8244 at least 48 hours in*

*advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.*





## City Council

### Special Recognition - Proclamation Recognizing Olympia Heritage Month and Review of 2023 Heritage Award Nominations

**Agenda Date:** 5/9/2023  
**Agenda Item Number:** 2.A  
**File Number:** 23-0402

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

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#### **Title**

Special Recognition - Proclamation Recognizing Olympia Heritage Month and Review of 2023 Heritage Award Nominations

#### **Recommended Action**

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

Proclaim May as Olympia Heritage Month and review the 2023 Heritage Award nominees.

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

Proclaim May as Olympia Heritage Month and review the 2023 Heritage Award nominees.

#### **Report**

##### **Issue:**

Whether to proclaim May as Heritage Month in Olympia and review nominations for 2023 Heritage Awards.

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

Holly Borth, Historic Preservation Officer, Community Planning & Development, 360.688.0419

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

Holly Davies, Heritage Commission Chair

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

In May of each year, the City of Olympia recognizes the importance of our local history and heritage by declaring May as Heritage Month and recognizes individuals and organizations who make important contributions to historic preservation in Olympia.

This year, the Commission brought forward nominations primarily honoring the Indie Music History project that began in 2022 and continues on through 2023. These nominations also recognize non-traditional ways that local heritage is meaningfully shared with the general public, such as through books, business, radio, collecting significant historical ephemera, and providing space to Olympia's musically-inclined residents for over 50 years.

In that spirit, the nominees for 2023 include seven different nominations representing a wide variety of ways historic preservation and heritage interact with all of us directly, and indirectly, as we inhabit this great city.

The following nominations for 2023 have been selected and are recommended by the Community Livability and Public Safety Committee and the Heritage Commission for approval by City Council. The full text of the nominations, prepared by Heritage Commissioners, are included with a staff report prepared for this meeting's consent calendar.

### **Klaumbush House Rehabilitation**

Property owner, Hilary Haselton's courageous undertaking to rehabilitate the historic Klaumbush House while preserving its important historic characteristics that led to its listing in the Olympia Heritage Register.

### **Blacks in Thurston County**

The culmination of Dr. Thelma Jackson, Ed Echte, and Jill Severn's inspiring work to uncover and educate the public about the experience of Blacks in Thurston County during the tumultuous times from 1950 through 1975 occurring nation-wide by interviewing local residents in Thurston County and sharing their personal stories and experiences, bringing humanity and perspective to an important piece of our shared history.

### **KGY Radio Building**

Built in 1960 by the prominent Olympia-based A.J. Phillips Construction Company and designed by Joseph Wohleb's protégé, G. Stacey Bennett, the KGY Building is an outstanding example of mid-century architecture. KGY building owners have done an exceptional job of maintaining this important piece of architecture for 63 years while retaining and preserving its historic character and Bennett's imprint on the built environment in Olympia.

### **James Maeda**

A local collector of Olympia's music history-related ephemera, James Maeda has made an incalculable contributing the City's on-going Indie Music History project with his extensive collection of memorabilia, such as posters, records, images, and other materials unavailable anywhere else.

### **Rainy Day Records**

In honor of its 50<sup>th</sup> year in business, Rainy Day Records has provided a gathering place for those with a shared music interest through many economic and social shifts since 1973 and has managed to remain a staple of City's music enthusiasts throughout it all.

### **KAOS Radio**

Also honoring its 50<sup>th</sup> year, KAOS Radio has been championing for local, independent musicians since 1973, and was integral to the punk and indie music scene of the 1980s and 90s. Local residents from that time might recall their broadcasting of newly-formed band Nirvana, and/or Kurt Cobain's solo acoustic performance, all cast by KAOS.

### **Joe Baque**

While not an Olympia native, Joe Baque's arrival to Olympia from Queens, New York proved remarkable as he became a mainstay of the stage around town, showcasing his incomparable talent for piano. Joe Baque sadly passed away at the age 100, but his memory will live on through our work

in historic preservation to document and promote his work and the spaces in which he played.

The approval of the Heritage 2023 Heritage Award nominations are

**Climate Analysis:**

Celebrating historic preservation success around the City encourages property owners to conduct improvements to a historic property in a manner that follows NPS guidelines. Following the National Preservation (NPS) guidelines encourages repair of historic material as much as possible, which reduces the introduction of more waste to landfills. If repair is not feasible, use of historic, often natural, locally sourced materials, is then encouraged, which reduces environmental impacts of the work. Honoring other historic preservation projects encourages participating in historic preservation in other ways and increases accessibility; increasing the presence of preservation in the City will only improve the City's carbon footprint.

**Equity Analysis:**

Honoring other, non-rehabilitation, historic preservation projects encourages participating in historic preservation in other ways and increases accessibility. The Commission has also made a concerted effort to identify opportunities to be as inclusive as possible of non-majority populations of all kinds.

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

The community has a great interest in celebrating and preserving it's history.

**Financial Impact:**

There is a minimal cost to create award certificates. Awards are funded by the Community Planning and Development administrative budget.

**Options:**

1. Proclaim May as Heritage Month and approve the 2023 Heritage Award nominees.
2. Do not proclaim May as Heritage Month or approve the 2023 Heritage Award nominees.
3. Proclaim May as Heritage Month and modify the 2023 Heritage Award nominees.

**Attachments:**

Heritage Month Proclamation

## P R O C L A M A T I O N

*WHEREAS, May is celebrated as Preservation Month both nationally and locally within the City of Olympia, which provides an opportunity to appreciate Olympia's rich history, highlight the positive impact that historic places have on the City, and recognize significant events, people, projects, and places that contribute to historic preservation in our community; and*

*WHEREAS, the City of Olympia adopted Ordinance No. 4438 for Historic Preservation on May 17, 1983, making May 2023 its 40<sup>th</sup> anniversary; and*

*WHEREAS, adopting this ordinance honored that Olympia has its own important history: the recognition, enhancement, and continued use of properties with historical significance to the City of Olympia is beneficial in the interest of civic pride and the prosperity and general welfare of the City's inhabitants; and such historic assets are an integral part of the heritage, education, and economic base of the City of Olympia; and*

*WHEREAS, within those 40 years, the Capitol Campus, Rogers Street, and Olympic Avenue Historic Districts, and over 150 individual historic properties have been listed in the Olympia Heritage Register, as well as the South Capitol and Downtown Historic Districts and 40 individual historic properties listed in the National Register of Historic Places; and*

*WHEREAS, the City of Olympia is the second-oldest Certified Local Government in the State of Washington as approved by the National Park Service in 1986 and thereby charged to promote and protect Olympia's historic properties; and*

*WHEREAS, the Olympia Heritage Commission has forwarded its nominations for the 2023 Olympia Heritage Awards to the City Livability and Public Safety Commission on April 26, 2023 celebrating seven people, places, and things that contribute to our uniquely-Olympia heritage; and*

*NOW THEREFORE BE IT RESOLVED, that the Olympia City Council hereby proclaims May 2023 as*

### **OLYMPIA HERITAGE MONTH**

*And encourages all residents to celebrate the places that make our City special.*

*SIGNED IN THE CITY OF OLYMPIA, WASHINGTON, THIS 9th DAY OF May, 2023.*

**OLYMPIA CITY COUNCIL**

*Cheryl Selby  
Mayor*



## City Council

### Special Recognition - Proclamation Recognizing Jewish American Heritage Month

**Agenda Date:** 5/9/2023  
**Agenda Item Number:** 2.B  
**File Number:** 23-0404

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

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#### Title

Special Recognition - Proclamation Recognizing Jewish American Heritage Month

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee.

##### City Manager Recommendation:

Recognize May as Jewish American Heritage Month.

#### Report

##### Issue:

Whether to recognize May as Jewish American Heritage Month.

##### Staff Contact:

Tobi Hill-Meyer, Diversity Equity Inclusion Program Manager, 360.753.8285

##### Presenter(s):

Rabbi Seth Goldstein, Temple Beth Hatfiloh

#### Background and Analysis:

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

#### Climate Analysis:

There are no climate impacts related to this proclamation.

#### Equity Analysis:

This recognition raises awareness about the contributions and achievements made by generations of Jewish Americans in the Pacific Northwest and across the nation.

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

This recognition benefits Olympia residents as well as those in neighboring communities by increasing a sense of belonging and inclusion.

**Financial Impact:**

There is no financial impact related to this agenda item.

**Options:**

1. Recognize May as Jewish American Heritage Month in the City of Olympia.
2. Do May as Jewish American Heritage Month in the City of Olympia.
3. Recognize May as Jewish American Heritage Month in the City of Olympia at another time.

**Attachments:**

Proclamation

## PROCLAMATION

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

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

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

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

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

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

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

*WHEREAS, this month, we honor Jewish Americans — past and present — whose experience and accomplishments are inextricably woven into the tapestry of our community, including places of worship such as Temple Beth Hatfiloh in Olympia. The temple serves as a center for Jewish life and is active in the greater community, pursuing the work of Tikkun Olam (which translates to “Repair of the World”) by advocating for immigrant justice, engaging in environmental stewardship, and collaborating with Interfaith Works and other organizations; and*

*NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council, does hereby proclaim the month of May 2023 as*

### **JEWISH AMERICAN HERITAGE MONTH**

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

**SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS NINETH DAY OF MAY 2023.**

***OLYMPIA CITY COUNCIL***

***Cheryl Selby, Mayor***





## City Council

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

**Agenda Date:** 5/9/2023  
**Agenda Item Number:** 2.C  
**File Number:** 23-0390

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

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#### **Title**

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

#### **Recommended Action**

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

Not referred to a committee.

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

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

#### **Report**

##### **Issue:**

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

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

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

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

Lin Crowley, Asian Pacific Islander Coalition of South Puget Sound  
Olivia Salazar de Breaux, City of Olympia Parks, Arts and Recreation

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

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

On May 20, 2023, the City of Olympia will partner with the Asian Pacific Islander Coalition of South Puget Sound and Asia Pacific Cultural Center to host the first Asian Pacific American Heritage Celebration at The Olympia Center. The City, its employees, elected officials, community members,

and visitors are invited and welcomed to attend.

**Climate Analysis:**

No impacts to any of the climate mitigation sectors.

**Equity Analysis:**

This recognition raises awareness about the contributions and achievements made by generations of Asian Americans, Native Hawaiians, and Pacific Islanders here in the Pacific Northwest and across the nation.

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

This recognition benefits Olympia residents as well as those in neighboring communities by increasing a sense of belonging and inclusion.

**Financial Impact:**

There is no financial impact related to this item.

**Options:**

1. Proclaim May as Asian American, Native Hawaiian, and Pacific Islander Heritage Month in the City of Olympia.
2. Do not proclaim May as Asian American, Native Hawaiian, and Pacific Islander Heritage Month in the City of Olympia.
3. Make the proclamation at another time.

**Attachments:**

Proclamation

## **P R O C L A M A T I O N**

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

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

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

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

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

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

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

*WHEREAS, the City of Olympia is honored to partner with the Asian Pacific Islander Coalition of South Puget Sound to host an Asian Pacific American Heritage Month Celebration on May 20, 2023; and*

*NOW, THEREFORE, be it resolved that the Olympia City Council does hereby proclaim May 2023 as*

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

*in the City of Olympia and re-affirms the City's commitment to supporting and standing with Asian Americans, Native Hawaiians, and Pacific Islanders and encourage all Olympians to observe, recognize, and celebrate the culture, heritage, and contributions of these communities to our country, our state and our city.*

***SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 9<sup>th</sup> DAY OF MAY,  
2023.***

***OLYMPIA CITY COUNCIL***

***Cheryl Selby  
Mayor***



## City Council

### Special Recognition - Proclamation Recognizing Provider Appreciation Day

**Agenda Date:** 5/9/2023  
**Agenda Item Number:** 2.D  
**File Number:** 23-0425

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

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#### Title

Special Recognition - Proclamation Recognizing Provider Appreciation Day

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee.

##### City Manager Recommendation:

Proclaim May 12, 2023 Provider Appreciation Day in the City of Olympia.

#### Report

##### Issue:

Whether to proclaim May 12, 2023 Provider Appreciation Day in the City of Olympia.

##### Staff Contact:

Susan Grisham, Assistant to the City Manager, 360.753.8244

##### Presenter(s):

Gary Burris, Executive Director, Child Care Action Council

#### Background and Analysis:

Provider Appreciation Day was started in 1996 by a group of volunteers in New Jersey, who saw the need to recognize the tireless efforts of providers who care for children of working parents. Support for this event has grown each year and recognition presently includes Child Care Resource & Referral agencies, childcare advocates, community-based organizations, government entities and individuals throughout the United States.

Provider Appreciation Day is celebrated the Friday before Mother's Day every year to recognize childcare providers, teachers and other educators of young children everywhere.

#### Climate Analysis:

There are no climate impacts related to this agenda item.

#### Equity Analysis:

High prices make it challenging for parents to find quality childcare. Forty percent of the childcare workforce is women of color. The low pay for workers and the high cost for families points to insufficient investment in childcare and leaves families and childcare providers to bear the burden of supporting the current system.

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

Childcare providers support many working families in our community.

**Financial Impact:**

There is not financial impact related to the proclamation.

**Options:**

1. Proclaim May 12, 2023 Provider Appreciation Day.
2. Do not proclaim May 12, 2023 Provider Appreciation Day.
3. Proclaim May 12, 2023 Provider Appreciation Day at another time.

**Attachments:**

Proclamation

**PROCLAMATION**

***WHEREAS, Child Care Aware of America, Child Care Action Council and other organizations both local and nationwide are recognizing child care providers on this day; and***

***WHEREAS, Childcare provides a safe, nurturing place for the enrichment and development of millions of children nationwide and locally serving roughly 99 licensed child care sites in Olympia, and is a vital force in our economy; and***

***WHEREAS, the pandemic illuminated how indispensable child care providers are for the well-being and economic security of Washington's young children, families, and communities; and***

***WHEREAS, Childcare programs, which are mostly small businesses, run and staffed predominantly by women, are still recovering from health and financial hardships stemming from the pandemic while they have continued to meet the needs of families; and provided untold amounts of support during and after the pandemic; and***

***WHEREAS, Washington State recognizes that child care has been a lifeline for families, communities, and the economy and as such, has provided much-needed support to providers to help sustain the viability of child care by increasing subsidy rates, providing much needed supplies during the pandemic, passing the Fair Start for Kids Act, and increasing mental health considerations for providers, children, and families; and***

***WHEREAS, our future depends on the quality of the early childhood experiences provided to young children today; support for high-quality child care represents a worthy commitment to our children's future.***

***NOW, THEREFORE, BE IT RESOLVED, the City of Olympia hereby proclaims May 12, 2023, as***

***PROVIDER APPRECIATION DAY***

***and urges all community members to recognize Child Care Providers for their important work.***

***SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 9th DAY OF MAY 2023***

***Cheryl Selby  
Mayor***



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

## City Council

### Approval of April 18, 2023 City Council Meeting Minutes

**Agenda Date:** 5/9/2023  
**Agenda Item Number:** 4.A  
**File Number:**23-0372

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

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**Title**

Approval of April 18, 2023 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, April 18, 2023

6:00 PM

Council Chambers, Online and Via  
Phone

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Register to Attend: [https://us02web.zoom.us/j/89530974322?](https://us02web.zoom.us/j/89530974322?pwd=VGVGL0JReVFU1Z0U3lsMVJYbkIzd09)  
[pwd=VGVGL0JReVFU1Z0U3lsMVJYbkIzd09](https://us02web.zoom.us/j/89530974322?pwd=VGVGL0JReVFU1Z0U3lsMVJYbkIzd09)

### 1. ROLL CALL

**Present:** 7 - Mayor Cheryl Selby, Mayor Pro Tem Clark Gilman, Councilmember Jim Cooper, Councilmember Y  n Hu  nh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Dontae Payne

#### 1.A ANNOUNCEMENTS - None

#### 1.B APPROVAL OF AGENDA

The agenda was approved.

### 2. SPECIAL RECOGNITION

#### 2.A [23-0335](#) Special Recognition - Proclamation Recognizing Earth Month

Councilmembers read a proclamation recognizing Earth Month.

Director of Climate Programs Pamela Braff, PhD discussed events taking place around the City in honor of Earth Month.

**The recognition was received.**

#### 2.B [23-0350](#) Special Recognition - Proclamation Recognizing the 50th Anniversary of the Friends of the Olympia Library

Mayor Pro Tem Gilman read a proclamation recognizing the 50th anniversary of the Friends of the Olympia Library.

President of the Friends of the Olympia Library Jan Hoppler discussed the organization.

**The recognition was received.**

#### 2.C [23-0307](#) Special Recognition - Approval of a Resolution Honoring Olympia Firehouse 5 and its Members with the City of Olympia Fire Department's Station 5 Designation

Councilmembers read the resolution and expressed appreciation for Firehouse 5.

Former Firefighters Mike Simmons and Ray McDonald shared information about the organization.

**Councilmember Huynh moved, seconded by Councilmember Madrone, to approve a resolution honoring Olympia Firehouse 5 and its members with the City of Olympia Fire Department's Station O5 designation for their continued contribution to the community. The motion carried by the following vote:**

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

### **3. PUBLIC COMMENT**

The following people spoke: Maria Ruth and Leah Davis.

### **4. CONSENT CALENDAR**

- 4.A**     [23-0345](#)            Approval of the April 11, 2023 City Council Meeting Minutes

**The minutes were adopted.**

- 4.B**     [23-0334](#)            Approval of a Resolution Authorizing the Purchase of Real Estate Owned by Jacob Kon for Aquatic Habitat Protection and Flood Management Purposes

**The resolution was adopted.**

- 4.C**     [23-0349](#)            Approval of a Resolution Adopting the Waste ReSources Management Plan 2023-2030

**The resolution was adopted.**

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

- 4.D**     [23-0315](#)            Approval of an Ordinance Amending Olympia Municipal Code Title 16, Adding Compost Procurement Chapter 16.90

**The ordinance was approved on second reading.**

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

- 4.E**     [23-0316](#)            Approval of Zoning Code Text Amendments Related to Reasonable Use Exceptions

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

## Approval of the Consent Agenda

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

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

## 5. PUBLIC HEARING

- 5.A**     [23-0337](#)     Public Hearing to Consider an Ordinance Declaring a Continuing State of a Public Health Emergency Related to Houselessness - First and Final Reading

Assistant City Manager Rich Hoey gave an overview of the ordinance and work that has been done to address the public health emergency related to houselessness in the community.

Mayor Selby opened the hearing at 6:48 p.m. No one spoke. The public hearing was closed at 6:48 p.m.

**Mayor Pro Tem Gilman moved, seconded by Councilmember Parshley, to approve the ordinance declaring a continuing state of public health emergency relating to human health and environmental conditions caused by increasing houselessness. The motion carried by the following vote:**

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

## 6. OTHER BUSINESS

- 6.A**     [23-0319](#)     Cultural Access Ad Hoc Committee Recommendations and Program Planning Briefing

Inspire Olympia Cultural Access Program Manager Marygrace Goddu gave an overview of the Inspire Olympia Cultural Access program. She, Program Specialist Amelia Layton and Ad Hoc Committee member Mariella Luz shared the recommendations of the Cultural Access Ad Hoc Committee.

Councilmembers asked clarifying questions.

**The report was received.**

- 6.B**     [23-0323](#)     Olympia Joint Plan - The Comprehensive Plan for the Urban Growth Area

Principal Planner Joyce Phillips gave an overview of the Olympia Joint Plan, the

comprehensive plan for the unincorporated Urban Growth Area.

Councilmembers asked clarifying questions.

**Councilmember Madrone moved, seconded by Councilmember Payne, to support adoption of the Olympia Joint Plan by the Thurston County Board of County Commissioners and authorize the Mayor to sign a letter of support that requests three minor modifications. The motion carried by the following vote:**

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

**7. CONTINUED PUBLIC COMMENT - None**

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

Councilmembers reported on meetings and events attended.

Mayor Selby discussed the Urban Growth Subcommittee of the Thurston Regional Planning Council and reported Mayor Pro Tem Gilman will serve as the City representative with Councilmember Madrone as alternate.

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

City Manager Burney discussed a meeting that occurred last week with community organizations regarding the Armory.

**10. ADJOURNMENT**

The meeting adjourned at 7:55 p.m.



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

## City Council

### Approval of April 24, 2023 Study Session Meeting Minutes

**Agenda Date:** 5/9/2023  
**Agenda Item Number:** 4.B  
**File Number:**23-0427

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

---

**Title**

Approval of April 24, 2023 Study Session Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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Monday, April 24, 2023

6:00 PM

Council Chambers, Online and Via  
Phone

---

### Special Meeting

Attend: [https://us02web.zoom.us/j/81282876029?](https://us02web.zoom.us/j/81282876029?pwd=TjNVZjBZVm54Qk41ZC93Y1d1MW9iZz09)  
[pwd=TjNVZjBZVm54Qk41ZC93Y1d1MW9iZz09](https://us02web.zoom.us/j/81282876029?pwd=TjNVZjBZVm54Qk41ZC93Y1d1MW9iZz09)

### 1. ROLL CALL

**Present:** 6 - Mayor Pro Tem Clark Gilman, Councilmember Jim Cooper,  
Councilmember Y  n Hu  nh, Councilmember Dani Madrone,  
Councilmember Lisa Parshley and Councilmember Dontae Payne

**Excused:** 1 - Mayor Cheryl Selby

### 2. BUSINESS ITEM

#### 2.A [23-0360](#) Martin Way Corridor Study Briefing

Interim Transportation Director Sophie Stimson introduced the presentation. Thurston Regional Planning Council Principal Planner Allison Osterberg gave a background on the origin of the Study and an overview of the past, present and future of Martin Way.

Ms. Osterberg shared the Martin Way Corridor Vision: *The Martin Way Corridor is an attractive mixed-use, high-density residential and commercial area where people enjoy walking, shopping, working, and living. Over time, it will transition away from automobile-dominated use to a more pedestrian-friendly streetscape that also encourages bicycling and supports high-capacity transit.*

She shared the preferred alternative for Martin Way related to transportation and land use. The Study makes recommendations to update zoning and development regulations for better alignment with the urban form envisioned for the corridor.

Councilmembers asked clarifying questions.

**The study session was completed.**

### 3. ADJOURNMENT

The meeting adjourned at 7:40 p.m.



## City Council

### Approval of the 2023 Heritage Awards Nominations

**Agenda Date:** 5/9/2023  
**Agenda Item Number:** 4.C  
**File Number:** 23-0403

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

---

#### Title

Approval of the 2023 Heritage Awards Nominations

#### Recommended Action

##### Committee Recommendation:

Move to approve the 2023 Heritage Award Nominations as recommended by the Community Livability and Public Safety (CLPS) Committee and the Heritage Commission.

##### City Manager Recommendation:

Move to approve 2023 Heritage Awards nominations.

#### Report

##### Issue:

Whether to approve 2023 Heritage Awards nominations.

##### Staff Contact:

Holly Borth, Historic Preservation Officer, Community, Planning & Development, 360.688.0419

##### Presenter(s):

Holly Davies, Heritage Commission Chair

#### Background and Analysis:

In May of each year, the City of Olympia recognizes the importance of our local history and heritage by declaring May as Heritage Month and recognizes individuals and organizations who make important contributions to historic preservation in Olympia.

This year, the Commission brought forward nominations primarily honoring the Indie Music History project that began in 2022 and continues on through 2023. These nominations also recognize non-traditional ways that local heritage is meaningfully shared with the general public, such as through books, business, radio, collecting significant historical ephemera, and providing space to Olympia's musically-inclined residents for over 50 years.

In that spirit, the nominees for 2023 include seven different nominations representing a wide variety of ways historic preservation and heritage interact with all of us directly, and indirectly, as we inhabit

this great city.

The following nominations for 2023 have been selected and are recommended by the Community Livability and Public Safety Committee and the Heritage Commission for approval by City Council. The full text of the nominations, prepared by Heritage Commissioners, are included with a staff report prepared for this meeting's consent calendar.

### **Klaumbush House Rehabilitation**

Property owner, Hilary Haselton's courageous undertaking to rehabilitate the historic Klaumbush House while preserving its important historic characteristics that led to its listing in the Olympia Heritage Register.

### **Blacks in Thurston County**

The culmination of Dr. Thelma Jackson, Ed Echte, and Jill Severn's inspiring work to uncover and educate the public about the experience of Blacks in Thurston County during the tumultuous times from 1950 through 1975 occurring nation-wide by interviewing local residents in Thurston County and sharing their personal stories and experiences, bringing humanity and perspective to an important piece of our shared history.

### **KGY Radio Building**

Built in 1960 by the prominent Olympia-based A.J. Phillips Construction Company and designed by Joseph Wohleb's protégé, G. Stacey Bennett, the KGY Building is an outstanding example of mid-century architecture. KGY building owners have done an exceptional job of maintaining this important piece of architecture for 63 years while retaining and preserving its historic character and Bennett's imprint on the built environment in Olympia.

### **James Maeda**

A local collector of Olympia's music history-related ephemera, James Maeda has made an incalculable contributing the City's on-going Indie Music History project with his extensive collection of memorabilia, such as posters, records, images, and other materials unavailable anywhere else.

### **Rainy Day Records**

In honor of its 50<sup>th</sup> year in business, Rainy Day Records has provided a gathering place for those with a shared music interest through many economic and social shifts since 1973 and has managed to remain a staple of City's music enthusiasts throughout it all.

### **KAOS Radio**

Also honoring its 50<sup>th</sup> year, KAOS Radio has been championing for local, independent musicians since 1973, and was integral to the punk and indie music scene of the 1980s and 90s. Local residents from that time might recall their broadcasting of newly-formed band Nirvana, and/or Kurt Cobain's solo acoustic performance, all cast by KAOS.

### **Joe Baque**

While not an Olympia native, Joe Baque's arrival to Olympia from Queens, New York proved remarkable as he became a mainstay of the stage around town, showcasing his incomparable talent for piano. Joe Baque sadly passed away at the age 100, but his memory will live on through our work in historic preservation to document and promote his work and the spaces in which he played.



The approval of the Heritage 2023 Heritage Award nominations are

**Climate Analysis:**

Celebrating historic preservation success around the City encourages property owners to conduct improvements to a historic property in a manner that follows NPS guidelines. Following the National Preservation (NPS) guidelines encourages repair of historic material as much as possible, which reduces the introduction of more waste to landfills. If repair is not feasible, use of historic, often natural, locally sourced materials, is then encouraged, which reduces environmental impacts of the work. Honoring other historic preservation projects encourages participating in historic preservation in other ways and increases accessibility; increasing the presence of preservation in the City will only improve the City's carbon footprint.

**Equity Analysis:**

Honoring other, non-rehabilitation, historic preservation projects encourages participating in historic preservation in other ways and increases accessibility. The Commission has also made a concerted effort to identify opportunities to be as inclusive as possible of non-majority populations of all kinds.

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

The community has a great interest in celebrating and preserving its history.

**Financial Impact:**

There is a minimal cost to create award certificates. Awards are funded by the Community Planning and Development administrative budget.

**Options:**

1. Approve 2023 Heritage Awards nominations.
2. Do not approve 2023 Heritage Awards nominations.
3. Approve 2023 Heritage Awards nominations with amendments.

**Attachments:**

Klaumbush House Nomination  
Blacks in Thurston County Nomination  
KGY Nomination  
James Maeda Nomination  
Rainy Day Nomination  
KAOS Nomination  
Joe Baque Nomination



# 2023 Olympia Preservation Award Nomination

*Olympia's Preservation Award supports the Heritage Commission's goal of recognizing excellence in the rehabilitation of historic objects, buildings, structures, sites and districts, as well as new construction in historic areas (OMC 18.12.055).*

## PERSON MAKING NOMINATION:

Name	Contact Details	Date of Nomination
Holly Davies		

## NOMINATION TYPE:

- ☐ Person ☒ Project ☐ Other:  
☐ Organization ☒ Building

## CATEGORY OF NOMINATION:

- ☒ Preservation ☐ Education ☐ Other:  
☐ New Construction ☐ Scholarship

## NOMINEE:

Name	Address	Phone/Email
Hilary Haselton, McLarty-Klaumbush House	101 Olympic Way NW	<a href="mailto:hilary.haselton@gmail.com">hilary.haselton@gmail.com</a> ; 312-671-1000

## SIGNIFICANCE OF NOMINATION:

*Brief summary of the significance of the person, organization, project or building. This text will be used by the City of Olympia in preparing and presenting the award at the City Council meeting. Attach additional pages as needed.*

The single-family residence at 101 Olympic Way NW was previously recorded to be constructed in 1911 for Avis and William Klaumbush. New research has uncovered evidence that demonstrates the house was actually constructed in 1905 for Thomas McLarty. McLarty served many important roles around the City, including as its Mayor in 1906. McLarty also served on the City Council, school boards, and was a member of the first Park Commission that created Priest Point (now Squaxin) Park. This house served as his primary residence while he was elected mayor, until failing to be re-elected in 1907, at which time he moved to Vancouver, B.C. and started a successful shingle mill. Thomas Fraser purchased the property in 1910, and subsequently sold it Avis and William Klaumbush in 1911. It is also worth noting that the 1914 Polk Directory lists William and Avis Klaumbush as living at 1211 8<sup>th</sup> Ave at that time.

It is listed in the Olympia Heritage Register as an individual historic property under Criterion B for embodying the distinctive architectural characteristics of its type and period of design and construction as an early 1900s

Shingle-style home, but could also meet Criterion E for being substantially associated with Avis and William McLarty and Klaumbush. Avis led an active social life, serving as president, among other roles, of the local humane society for many years. William was also active, but in the barber shop business. Located at 421 Capitol Way (Main St) S, Klaumbush's Modern Barber Shop received a national award in 1925 for "best arranged shop in any city with a population of 5,000 or less."

The current property owner, Hilary Haselton, is only the 3<sup>rd</sup> owner in its 112-year history. After William Klaumbush passed in 1956, Avis also passed in 1971, at which time the house was sold to Maxine Nelson. Ms. Haselton purchased the house in 2022 from Ms. Nelson. Alterations over time have included replacement windows with a mixture of vinyl and aluminum sashes, an altered kitchen, newer front porch stairs, and the rear porch enclosed. No other significant alterations are known to have occurred to the interior or exterior of the house prior to the work for which Ms. Haselton was approved to receive Special Valuation Tax incentives.

Ms. Haselton's project consisted of many necessary upgrades to meet present-day safety codes, and was done in a manner that successfully adhered to the NPS Standards as required to receive SVT incentives. The work included:

- Electrical upgrades
- New kitchen cabinets
- Repair and refinish hardwood floors
- Re-pipe entire house
- HVAC
- Landscaping
- Painting the exterior
- Attic cleaning and install insulation
- Chimney cleaning
- Repair and replace glass in attic window
- Re-opening rear porch

Hilary Haselton is nominated to receive an Olympia Heritage Award for her courageous undertaking of purchasing a home with a significant level of deferred maintenance, and choosing to bring it to present-day needs with historic preservation in mind. The work completed thanks to Ms. Haselton will allow the house to continue to stand and thrive for another 100 years and maintain its visual prominence to passers-by as the come and go along 4<sup>th</sup> Avenue. Olympians will be able to view the property as an important piece of local history, understand that the westside residential area was being developed during the turn of the century, and observe how private property owners can maintain their historic homes.

- ☐ I have attached information to support my nomination, including documents, images, & other recognitions.
- ☒ For a project nomination, I have included "before" and "after" photos.

**ADDITIONAL INFORMATION – PROVIDE AS APPLICABLE**

**PROPERTY OWNER FOR BUILDING/PROJECT BEING NOMINATED** (if different from above):

Name	Address	Phone/Email

**ARCHITECT / CONSULTANT FOR PROJECT BEING NOMINATED** (if different from above):

Name	Address	Phone/Email

**BUILDING DETAILS:**

Address	Historical Name
101 Olympic Way NW	McLarty, Thomas, and Avis and William Klaumbush House
Year Built	Year Rehabilitated
1905	2022
Original/Early Owner	Original Architect/Builder
Thomas McLarty; Avis and William Klaumbush	Unknown
Original Use	Current Use
SFR	SFR
Heritage Designation Status	Other Information
Listed in Olympia Heritage Register	

***Attach additional pages as needed***

Before:





After:





## TO BUILD A RESIDENCE.

Thomas McLarty Receives Plans From  
the Architect.

Councilman-elect Thomas McLarty has just received plans for a handsome residence that he intends to erect in the spring on lots on West Fourth and Front streets. The location is a sightly one across West Fourth street from the residence of Marshall Darling. The lots are graded and preparations of building the basement begun. The house will cost about \$3,000.



# THIEF ROBBED COUNCILMAN

It transpires that a thief broke into Councilman Thomas McLarty's house, Grant avenue and West Fourth street, last Friday night and stole a pocket-book and \$6 belonging to the councilman's boy.

A window screen was cut by the thief while the McLarty family was at the theater attending commencement exercises. The miscreant got





pects in the Yakut irrigation  
s which he made the trip down  
stigate.

and Mrs. E. D. Cowan returned  
lay from their honeymoon and  
at home in this city.

your groceries of Olympia Gro-  
ompany. Satisfaction guaran-

.. VanEaton, county commis-  
has returned from North Yak-  
here he attended the meeting of  
uty commissioners of the state.  
ssioner E. B. Raymond has  
turned from the convention.

where has has been on business.

There will be an important meeting  
of the Woman's club this afternoon at  
the club house. Among other import-  
ant matters to come up, it is expected  
that the challenge for a spelling match  
from the Y. M. C. A. will be received.

Returns from the Nelson-Wolgast  
fight will be received at Oxford this  
afternoon.

Tom Fraser has purchased the resi-  
dence of Thomas McLarty on East  
Fourth street and will bring his family  
here from Shelton to live.



Meinard Schneeringer and wife to W. A. Goodburn of Oakland, California, lots 1 and 2 of section 6, lots 1 and the southeast one-fourth of the northwest one-fourth, section 7, all in township 18 north of range 1, east. \$10.

Fred A. Jones and wife to William W. Fleetwood and wife, blocks 1, 2, 3 and 4 of Sunnyside, a subdivision of Ellis' subdivision of section 19, township 18, north, range 1 west. \$100.

Thomas Frazer to William Klaumbush and wife, the south one-half of lot 12 of block 48 of Woodruff's addition to Olympia, and lots 9, 10 and 11 of block 49 of Woodruff's addition to Olympia. \$3,500.

[See More of Article](#)

OLYMPIA CITY DIRECTORY (1913-14)

Kennedy Wm (\$28), Olympia P O  
 Kenney Frank M (Catherine), sec Olympia Brewing Co, h 1002 Adams (\$550)  
 Kent Levi G, confr 215 4th, h do  
 Kerns Eugene W, saloon, r 206 Washington  
 Keven Edwd M (Victoria), h 200 W 14th (\$470)  
 Kford John, gardener, r 156 East Bay av  
 Kidder C C (\$40), Olympia P O  
 Kidder W H (\$108), Olympia P O  
 Kilmer Abram (Jennie), h 1217 4th (\$146)  
 Kilmer Bertha (wid Dudley E), h 420 Fremont  
 Kimmel Anna, tchr, r 1108 Seward av  
 Kimmel Chauncey D (Margaret), h 1108 Seward av  
**KINCAID ROBERT, Physician and Surgeon, City Physician, Registrar Vital Statistics, 520 Main, h do**  
 Kincaid Robt (\$145), Olympia P O  
 Kincy Oscar (Myrtle), clk Olympia Hdwe Co, h 1314 4th  
 Kindred Libbie (wid Wm A), smstrs, h 420½ 4th  
 King Adeline C (wid Hawley S), h 105 Rogers av (\$276)  
 King Chas (\$287), Olympia P O  
 King Chas A (Ada), h 1024 Lyberger  
**KING CHARLES D (ANNA), Lawyer 1-2 Olympia National Bank Bldg, Tel 75, h 106 Rogers Av**  
 King Chas D (\$432), Olympia P O  
 King Chas H, clk P T & T Co, r 105 Rogers av  
 King Lillian C (\$120), Olympia P O  
 Kingrey Jas T (Mollie), lab, h 3d nr South Bay rd (\$20)  
 Kingrey John O (Lulie E), blksmth, h 1308 3d (\$43)  
 Kingrey Lydia, r T R Kingrey  
 Kingrey Otto, farmer, r T R ingrey  
 Kingrey Thos R (Mary E), farmer, h 4th ½ m e limits (\$408)  
 Kingsbury Edwd P, U S Surveyor General, h 1016 Main  
 Kinney M E Mrs (\$210), Olympia P O  
 Kirkendall Geo R (Cassie), carp, h 902 6th (\$280)  
 Kirkendall Russell H (Wilda), driver, h 1520 5th  
**KLAM CONRAD (ANNA), Propr Capital City Nursery and Greenhouses, h 26th cor Main, Tel 153**  
 Klam Conrad (\$170), Olympia P O  
 Klaumbush Wm (Avis), barber 421 Main, h 1211 8th av (\$670)  
 Klem Andw (Louise), farmer, h 1 m s on Black Lake rd  
 Klem Emma, student, r Andw Klein  
 Klein Herman, carp, r Andw Klein  
 Klein Karl, printer, r 1610 Bigelow av  
 Klein Laurenz (Hedwig), lab, h 1610 Bigelow av  
 Klein Martha, stenogr, r Andw Klein  
 Klein Simon, carp, r Andw Klein  
 Kline Harry J (Addie), restaurant 123 4th, h 1013 Page (\$295)

ever think how much time by buying one you save the other; ?  
 The Directory saves you ?



# 2023 Olympia Preservation Award Nomination

*Olympia's Preservation Award supports the Heritage Commission's goal of recognizing excellence in the rehabilitation of historic objects, buildings, structures, sites and districts, as well as new construction in historic areas (OMC 18.12.055).*

## PERSON MAKING NOMINATION:

Name	Contact Details	Date of Nomination
Jessica Hull, Commissioner	<a href="mailto:jessy95hull@gmail.com">jessy95hull@gmail.com</a> 360-481-7015	April 19 <sup>th</sup> , 2023

## NOMINATION TYPE:

- ☐ Person ☐ Project ☒ Other: Book  
☐ Organization ☐ Building

## CATEGORY OF NOMINATION:

- ☐ Preservation ☒ Education ☒ Other: History  
☐ New Construction ☐ Scholarship

## NOMINEE:

Name	Address	Phone/Email
Blacks in Thurston County, Washington - 1950 to 1975: A Community Album	N/A	N/A

## SIGNIFICANCE OF NOMINATION:

*Brief summary of the significance of the person, organization, project or building. This text will be used by the City of Olympia in preparing and presenting the award at the City Council meeting. Attach additional pages as needed.*

*Blacks in Thurston County, Washington - 1950 to 1975: A Community Album* captures the lives of African Americans in Thurston County through oral conducted interviews, leaving memories and stories of significance in our area for us to read and future generations. It is noted that there is a lack of documentation of Black lives from the early 1900s to the 1950s, besides the noted George Bush who settled in Tumwater year 1843. Editor Dr Thelma Jackson and contributing Editor Edward Echtle gathered important stories and experiences of the incoming Black generation from 1950 to 1975, ensuring that they are remembered and known through this book.

Stories unveil the difficulties faced by the minorities in the community as well as accomplishments and opportunities besides the many obstacles faced through discrimination. Some of these difficulties include a lack of diverse neighborhoods. A lot of African Americans that moved to the area faced discrimination through the housing process of either wanting to purchase a home through realtors or the response from neighbors received once the home was

purchased. This led to a group of people advocating for fair housing and no segregated neighborhoods leading to the implementation of the open housing ordinance.

Several notable and familiar places in the Olympia area are mentioned in the stories, such as Evergreen State College having a talented group of staff and founders including people of color who arrived between 1969-1975. Olympia Brewery was another location that is noted to have provided job opportunities during this time. And several stories mentioned the Schmidt family having been very welcoming and kind. The notable 5' o clock brewery whistle, smells of hops and feel of a connected community interweave through several stories. Leaving a memory that brightens the now abandoned brewery complex, knowing what has been before. Other mentioned employment experiences also include discrimination and actions of racism in several noted workplaces such as low pay, lower job expectations and verbal comments.

Stories of African Americans during this time mentioned the lack of churches and not feeling welcome, leading to longer commute to Tacoma, Seattle or Portland for worship. This led to a group of founders forming the New Life Babbist church, founded in 1975. A place that has had many locations before having been located in Lacey for 23 years now. Many provided significant contributions to forming and continuing the church through leadership, labor and service.

The book documents a tremendous amount of information regarding the lives of Blacks who moved to the Thurston County area between the early 1950s-1975. Despite a lot of disparities and discrimination, many accomplishments and contributions to organizations are mentioned that have had a positive impact in our community. It is important to document the stories including difficult and positive ones, allowing a stamp in history making sure those experiences are not forgotten.

- ☐ *I have attached information to support my nomination, including documents, images, & other recognitions.*
- ☐ *For a project nomination, I have included "before" and "after" photos.*



**ADDITIONAL INFORMATION – PROVIDE AS APPLICABLE**

**PROPERTY OWNER FOR BUILDING/PROJECT BEING NOMINATED** (if different from above):

Name	Address	Phone/Email

**ARCHITECT / CONSULTANT FOR PROJECT BEING NOMINATED** (if different from above):

Name	Address	Phone/Email

**BUILDING DETAILS:**

Address	Historical Name
Year Built	Year Rehabilitated
Original/Early Owner	Original Architect/Builder
Original Use	Current Use
Heritage Designation Status	Other Information

***Attach additional pages as needed***

Please email completed form and attachments to Marygrace Goddu at: [mgoddu@ci.olympia.wa.us](mailto:mgoddu@ci.olympia.wa.us)





# 2023 Olympia Preservation Award Nomination

*Olympia's Preservation Award supports the Heritage Commission's goal of recognizing excellence in the rehabilitation of historic objects, buildings, structures, sites and districts, as well as new construction in historic areas (OMC 18.12.055).*

## PERSON MAKING NOMINATION:

Name	Contact Details	Date of Nomination
Holly Davies	<a href="mailto:hdavies@ci.olympia.wa.us">hdavies@ci.olympia.wa.us</a>	4/19/2023

## NOMINATION TYPE:

- ☐ Person ☐ Project ☐ Other:  
☐ Organization ☒ Building

## CATEGORY OF NOMINATION:

- ☒ Preservation ☐ Education ☐ Other:  
☐ New Construction ☐ Scholarship

## NOMINEE:

Name	Address	Phone/Email
KGY Radio	1700 Marine Drive NW	nick.kerry@kgymediagroup.com

## SIGNIFICANCE OF NOMINATION:

*Brief summary of the significance of the person, organization, project or building. This text will be used by the City of Olympia in preparing and presenting the award at the City Council meeting. Attach additional pages as needed.*

Today KGY serves as an excellent and intact example of mid-20th century modern architecture and is notable as an intact project of [G. Stacey] Bennett. The design by Bennett incorporated the latest technology and aesthetic standards. Having been in continuous operation since 1922, KGY Radio Station is ingrained in the city's and the region's cultural, social, and economic history. From the station's first programming by Father Ruth, a defining characteristic has been its commitment of service to the community. KGY's longtime owner and manager Tom Olsen instilled the value of the station's engagement with its listeners and civic involvement. Olsen also understood the financial benefit to the company. Olsen's emphasis on community involvement resulted in a KGY presence at countless events, sales promotions, grand openings, fund raisers, games, parades, civic luncheons, celebrity appearances, disasters, and the list goes on. Of course, all these events were reported on during KGY news, sports, and weather broadcasts.



Key character-defining features are enumerated in detail in the nomination and include overall architectural form, roof, exterior finishes including signage, windows, covered entry walkway, and distinctive interior spaces, configurations, and finishes, and building site and its use as an expression of transparency, accessibility, and commitment to community service. KGY is an outstanding work of noted architect G. Stacey Bennett who has made a substantial contribution to the art. KGY Radio Station exemplifies or reflects special elements of the City's cultural, social, economic, political, aesthetic, engineering or architectural history.

The Bennett and Johnson partnership "...had a profound impact on the built environment in Olympia in the second half of the 20th century." The firm thrived with several prestigious and prominent commissions designed in the idiom of modern architecture widely seen in the 1960s and 70s. Bennett and Johnson's success resulted in an expanded practice and partnerships culminating in formation of BJSS Architects in 1983, thus becoming one of the largest and most prominent firms in Olympia and the South Puget Sound region.

Key character-defining features of the building deserving of care and preservation include, but not limited to, the following:

- A broad, side-gabled, saltbox roof with the ridgeline oriented on an east-west axis.
- Two floors contained within a rectangular wood frame structure of 50' x 32' in dimension.
- The first floor is encircled by a 4' to 7' wide wood-plank walkway (altered in 1976).
- A 4' wide exterior walkway spans the 2nd floor north elevation and extends only to about onehalf of the east and west facades.
- Exterior staircase on the east façade linking the 2nd floor to the exterior walkway.
- Affixed to the vertical board wood siding on the west façade are "KGY 1240AM 96.9FM" in bold letters and numbers painted in orange to match all the building entries.
- A 48' long and 7' wide wood plank walkway (labeled as "Bridge" in the architect's drawings) connects the parking lot (and historically the transmission tower compound) to the main entry. The walkway is entirely covered by a shallow sloped, gabled roof with extended, broad eaves. The gabled roof of the walkway intersects with the broad south-facing building roof slope resulting in a dramatic geometric juncture. The walkway (or bridge) is clearly intended as a convenience to visitors for protection from rain; but it also adds a fun and nautical touch to the building as if it were a gangway for boarding a ship.
- The main entry is a double leaf threshold painted orange although only the right leaf of the threshold actually functions as a door. The station's call letters "KGY" are vertically affixed on the stationary left leaf of the threshold and painted gray that matches the color of the body of the building's gray and white paint scheme.
- In the southwest corner of the building, the reception area receives south daylight from floor to ceiling windows.
- Siding on the east, south, and west facades is vertical wood (probably cedar) panels painted gray. On the first-floor south façade three windows are aluminum sliders; the left and right windows are set within white painted spandrels (perhaps plywood sheets). The center (slightly smaller sliding window is inserted in the vertical wood board siding (see discussion about integrity).
- The second floor, north-facing windows in the sales office area are original wood framed, custom-made windows that are hinged on the left (from the interior) side and open inward for natural ventilation. Alternating window panes are fixed-in-place and are in a continuous band across the façade but terminating at the floor to ceiling windows in the manager's office. Note: originally the first-floor north elevation fenestration plan duplicated that of the existing second floor windows. However, the first-floor fenestration was replaced in a 1976 renovation (see comments in the

discussion on integrity). Also note that it is not known why the north façade fenestration differs from the aluminum slider windows on the south elevation; though speculation has it that the north façade projects a more aesthetic, image-making quality especially when reflected in Budd Inlet waters. In contrast, the south façade is fronted by more functional land uses and surfaces. • Inside, key spaces and features include the reception area that occupies the southwest corner of the building. This area receives full natural light from six fixed-in-place single-pane floor-to-ceiling windows that reaches the full height of the space where it meets the south facing roof 4 plane. These large windows bring in light that make the space warm and inviting. The broad eaves from the roof plane protect the room (and all facades) from direct light. • The main entry door (described above) opens into a small vestibule with a pony-wall that provides a separation from the open staircase. A sharp turn to the left brings one into the reception and visitor waiting area. Above the entry door are two large fixed-in-place, singlepane clerestory windows. • Behind the reception desk, windows afford a view directly to the adjacent broadcast studio. In the broadcast studio in the northwest corner of the building, floor to ceiling windows afford views to the north and west. A door with window (added during the 1976 renovation) provides access to the exterior walkway on the west side of the building. A key feature of the broadcast room is the facing of the original RCA transmitter and control panel that line the east wall. • Another key interior feature is the elegant open staircase from the reception area to second floor offices. • At the top of the stairs and to the left is the station manager's office. The room is slightly cantilevered over the reception area and inside the office the volume is open to the roof plane above with an interior window looking toward the reception area below. On the north side of the room is a sliding glass door and a corner window opening onto the exterior walkway affording sweeping views of Budd Inlet and the Olympic Mountains. • Other than windows, wall surfaces in the reception/open staircase area, the broadcast room, and manager's office are vertical tongue and groove cedar siding painted gray and recalls the vertical wood siding on the exterior. • An east-west double-loaded corridor on both floors access studio and production rooms, offices, a lunch room, restrooms and storage area. Exit doors are located on both floors at the east end of the building.<sup>11</sup> • The entire building volume and its cantilevered exterior walkways were built on a platform supported by pilings consisting of four rows of six columns and stringers. The pilings were driven into Budd Inlet tidelands. The entire parcel including tidelands and the upland are leased to KGY by the Port of Olympia.

- ☐ *I have attached information to support my nomination, including documents, images, & other recognitions.*
- ☐ *For a project nomination, I have included "before" and "after" photos.*

***ADDITIONAL INFORMATION – PROVIDE AS APPLICABLE***

**PROPERTY OWNER FOR BUILDING/PROJECT BEING NOMINATED** (if different from above):

<b>Name</b>	<b>Address</b>	<b>Phone/Email</b>
KGY Media Group		

**ARCHITECT / CONSULTANT FOR PROJECT BEING NOMINATED** (if different from above):

<b>Name</b>	<b>Address</b>	<b>Phone/Email</b>

**BUILDING DETAILS:**

<b>Address</b>	<b>Historical Name</b>
1700 Marine Drive NW	KGY Radio Station
<b>Year Built</b>	<b>Year Rehabilitated</b>
1960	
<b>Original/Early Owner</b>	<b>Original Architect/Builder</b>
KGY	G. Stacey Bennett; A.J. Phillips Construction Co.
<b>Original Use</b>	<b>Current Use</b>
Radio Station	Radio Station
<b>Heritage Designation Status</b>	<b>Other Information</b>
OHR Eligible; NRHP Eligible	

***Attach additional pages as needed***











KGY Radio Station on Budd Bay, Olympia, June 1960.  
The Olympian Photograph Collection, Washington State Historical Society





*RADIO STATION*  
*Olympia, Washington*

**KGY**

*"One Of America's Most Uniquely  
Situated Broadcasting Stations"*

WALT SCARFF  
PHOTOGRAPHY





# 2023 Olympia Preservation Award Nomination

*Olympia's Preservation Award supports the Heritage Commission's goal of recognizing excellence in the rehabilitation of historic objects, buildings, structures, sites and districts, as well as new construction in historic areas (OMC 18.12.055).*

## PERSON MAKING NOMINATION:

Name	Contact Details	Date of Nomination
Kelsey Smith	360-402-3068; Hortensejones@gmail.com	4/12/2023

## NOMINATION TYPE:

☒ Person

☐ Organization

☐ Project

☐ Building

☐ Other:

## CATEGORY OF NOMINATION:

☐ Preservation

☐ New Construction

☒ Education

☐ Scholarship

☐ Other:

## NOMINEE:

Name	Address	Phone/Email
Rainy Day Records	N/A	1 (360) 451-4484; jamescmaeda@gmail.com

## SIGNIFICANCE OF NOMINATION:

*Brief summary of the significance of the person, organization, project or building. This text will be used by the City of Olympia in preparing and presenting the award at the City Council meeting. Attach additional pages as needed.*

In addition to running Rainy Day Records in the historic 1945 Mann's Seed Building, James has been collecting and sharing local music ephemera for many years. The exhibit that he has up in the Capitol Theater mezzanine is the result of hours and hours of research work, and it has been instrumental in helping me with the Olympia Indie Music History Project. I have really enjoyed hearing people share their unlocked music memories while perusing this exhibit. James also displays historical flyers on the walls of Rainy Day Records, DJs at the Brotherhood Tavern, and plays guitar for the amazing Morgan and the Organ Donors. He is a local treasure.

- ☐ I have attached information to support my nomination, including documents, images, & other recognitions.
- ☐ For a project nomination, I have included "before" and "after" photos.

**ADDITIONAL INFORMATION – PROVIDE AS APPLICABLE**

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Name	Address	Phone/Email

**ARCHITECT / CONSULTANT FOR PROJECT BEING NOMINATED** (if different from above):

Name	Address	Phone/Email

**BUILDING DETAILS:**

Address	Historical Name
Year Built	Year Rehabilitated
Original/Early Owner	Original Architect/Builder
Original Use	Current Use
Heritage Designation Status	Other Information

***Attach additional pages as needed***

Please email completed form and attachments to Marygrace Goddu at: [mgoddu@ci.olympia.wa.us](mailto:mgoddu@ci.olympia.wa.us)





# 2023 Olympia Preservation Award Nomination

*Olympia's Preservation Award supports the Heritage Commission's goal of recognizing excellence in the rehabilitation of historic objects, buildings, structures, sites and districts, as well as new construction in historic areas (OMC 18.12.055).*

## PERSON MAKING NOMINATION:

Name	Contact Details	Date of Nomination
Andrea Pareigis	(360) 791-7661	4/10/23

## NOMINATION TYPE:

- ☐ Person ☐ Project ☐ Other: Business  
☐ Organization ☐ Building

## CATEGORY OF NOMINATION:

- ☐ Preservation ☐ Education ☐ Other:  
☐ New Construction ☐ Scholarship

## NOMINEE:

Name	Address	Phone/Email
Rainy Day Records	301 5th Ave SE Olympia WA 98501	(360) 357-4755

## SIGNIFICANCE OF NOMINATION:

*Brief summary of the significance of the person, organization, project or building. This text will be used by the City of Olympia in preparing and presenting the award at the City Council meeting. Attach additional pages as needed.*

Founded in 1973 Rainy Day Records has been a staple for local music enthusiasts. While the store has changed location a few times the last 50 years, the current location downtown is located in the Mann Seeds Building built in 1945. The longest running independent record store in Western Washington, Rainy Day has managed to adapt their business through the rapidly changing waves of technology that has changed how people purchase and consume media throughout the decades. Even with the rise of streaming, Rainy Day has attracted customers with their large and diverse selection of Vinyl, CDs, Cassettes, music equipment and even VHSs. With a close relationship with the local music community, the windows are adorned with flyers advertising local shows encouraging customers to learn about and support the local music scene. For 50 years Rainy Day has been cultivating, curating, and circulating local and international media alike, helping to build and define the creative culture of Olympia.

- 
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  - ☐ *For a project nomination, I have included “before” and “after” photos.*

**ADDITIONAL INFORMATION – PROVIDE AS APPLICABLE**

**PROPERTY OWNER FOR BUILDING/PROJECT BEING NOMINATED** (if different from above):

Name	Address	Phone/Email

**ARCHITECT / CONSULTANT FOR PROJECT BEING NOMINATED** (if different from above):

Name	Address	Phone/Email

**BUILDING DETAILS:**

Address	Historical Name
Year Built	Year Rehabilitated
Original/Early Owner	Original Architect/Builder
Original Use	Current Use
Heritage Designation Status	Other Information

*Attach additional pages as needed*

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# 2023 Olympia Preservation Award Nomination

*Olympia's Preservation Award supports the Heritage Commission's goal of recognizing excellence in the rehabilitation of historic objects, buildings, structures, sites and districts, as well as new construction in historic areas (OMC 18.12.055).*

## PERSON MAKING NOMINATION:

Name	Contact Details	Date of Nomination
Audrey Henley	360-888-3255; audrey@olympiafilmsociety.org	

## NOMINATION TYPE:

- ☐ Person ☐ Project ☐ Other:  
☒ Organization ☐ Building

## CATEGORY OF NOMINATION:

- ☐ Preservation ☒ Education ☐ Other:  
☐ New Construction ☐ Scholarship

## NOMINEE:

Name	Address	Phone/Email
KAOS 89.3 fm		(360) 352-4969; tsweeney57@gmail.com

## SIGNIFICANCE OF NOMINATION:

*Brief summary of the significance of the person, organization, project or building. This text will be used by the City of Olympia in preparing and presenting the award at the City Council meeting. Attach additional pages as needed.*

KAOS (89.3 FM) is a hybrid college-community radio station licensed to The Evergreen State College in Olympia, Washington. First airing on January 1, 1973 - KAOS turns FIFTY THIS YEAR! When you talk about independent radio stations that have championed Northwest music, you'd be remiss to leave out Olympia's KAOS 89.3 FM. A hybrid of community radio and college radio with nearby Evergreen State College, KAOS has been a massive force in spotlighting artists outside of the mainstream since it started transmitting in 1973. While its history spans over four decades, most might recognize the station as a being integral in the movement of punk and indie artists in the '80s and '90s, with volunteers like Beat Happening/K Records Calvin Johnson coming through to use the station as a rallying point for artists. Being in the center of politics for Washington state also imbues a sense of community responsibility of many of the people here and that really helps nurture a sense of community throughout the region. I talk to people in Olympia and Lacey almost every day who mention that they listen to KAOS. KAOS's mission is to present voices that are underrepresented in mainstream media. This includes Native American, Women's, Hispanic, alternative news programs, and independent music. KAOS currently broadcasts several syndicated public affairs programs from Pacifica Radio, including Amy Goodman's Democracy Now! and David Barsamian's Alternative Radio, as well as original, locally produced public affairs shows. KAOS also features a wide variety of music, including world music, jazz, blues, metal, folk, experimental, garage, psychedelic,



electronic, surf, alt country, prog, free jazz, indie rock, bluegrass, dance, dub, reggae, hip hop, Latino, roots rock, R&B, and more. The station has been a mainstay in Olympia's local music scene, including a famous early appearance by Skid Row ( Nirvana ) on May 6, 1987 (their fourth public appearance and first ever radio broadcast) and a Kurt Cobain solo acoustic performance on September 25, 1990 (both included on the Nirvana box set With the Lights Out).

Some of their famous local DJ's and early founders include: -STEVE FISK '82: Former KAOS DJ, musician (Halo Benders, Pell Mell, Pigeonhed), producer (Beat Happening, Nirvana, Soundgarden), founder of two indie labels -JOHN FOSTER '79: Former KAOS Librarian and author of the KAOS Independent Music Policy, Publisher of OP Magazine, John Foster's Pop Philosophers' Lead Singer, Mixx 96.1 KXXO Program Director DEAN KATZ '75: KAOS founder, former KAOS General Manager -BRUCE PAVITT '81: Former host of Subterranean Pop on KAOS, Subterranean Pop zine, founder of Sub Pop Records, writer/photographer (Sub Pop USA: The Subterranean Pop Music Anthology 1980-1988; Experiencing Nirvana: Grunge in Europe, 1989), Creative Director of 8Stem -RUTH BROWNSTEIN - Former DJ and KAOS General Manager, host on KNKX Sunday Night Jazz / Jazz in the Groove Yard.



- 
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  - ☐ *For a project nomination, I have included “before” and “after” photos.*

**ADDITIONAL INFORMATION – PROVIDE AS APPLICABLE**

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Name	Address	Phone/Email

**ARCHITECT / CONSULTANT FOR PROJECT BEING NOMINATED** (if different from above):

Name	Address	Phone/Email

**BUILDING DETAILS:**

Address	Historical Name
Year Built	Year Rehabilitated
Original/Early Owner	Original Architect/Builder
Original Use	Current Use
Heritage Designation Status	Other Information

***Attach additional pages as needed***

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# 2023 Olympia Preservation Award Nomination

*Olympia's Preservation Award supports the Heritage Commission's goal of recognizing excellence in the rehabilitation of historic objects, buildings, structures, sites and districts, as well as new construction in historic areas (OMC 18.12.055).*

## PERSON MAKING NOMINATION:

Name	Contact Details	Date of Nomination
Audrey Henley and Garner Miller	360.888.3255	audrey@olympiafilmsociety.org

## NOMINATION TYPE:

☒ Person

☐ Organization

☐ Project

☐ Building

☐ Other:

## CATEGORY OF NOMINATION:

☒ Preservation

☐ New Construction

☐ Education

☐ Scholarship

☐ Other:

## NOMINEE:

Name	Address	Phone/Email
Joe Baque	N/A	N/A

## SIGNIFICANCE OF NOMINATION:

*Brief summary of the significance of the person, organization, project or building. This text will be used by the City of Olympia in preparing and presenting the award at the City Council meeting. Attach additional pages as needed.*

Joe Baque was a highly influential musician in the Olympia area for almost 40 years. Originally from Queens, New York, Joe came to Olympia in 1984 with his wife Carol after experiencing the Pacific Northwest while performing on cruise ships to Alaska. Joe primarily played piano, with a deep love for jazz, as well as standards, showtunes, and classical music. Shortly after arriving, he was a fixture at Carnegies Restaurant (formerly in the old Carnegie Library), and over the years he could be found playing often at the Farmer's Market with his trio, the old Spar lounge, Traditions Restaurant and free noon concerts at First Christian Church. He performed at the Olympia Country Club often for weddings and special events, played benefit concerts for Diabetes Association of Pierce County, and had a standing New Years Eve gig at the Seattle Westin Hotel for many years. In addition to his performing, he positively impacted Olympia's music community through his teaching- he taught piano at Yenni's Music and at his home studio, and was a vocal coach for many inspiring musicians in Olympia. Unfortunately, Joe passed away this year at the age of 100, but his musical legacy and influence will live on in our community for many years to come.



☐ *I have attached information to support my nomination, including documents, images, & other recognitions.*





☐ For a project nomination, I have included “before” and “after” photos.

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## City Council

### Approval of a Resolution Authorizing a Priority and Subordination Agreement with the Low Income Housing Institute for Unity Commons Phase II

**Agenda Date:** 5/9/2023  
**Agenda Item Number:** 4.D  
**File Number:** 23-0366

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**Type:** resolution **Version:** 3 **Status:** Consent Calendar

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#### Title

Approval of a Resolution Authorizing a Priority and Subordination Agreement with the Low Income Housing Institute for Unity Commons Phase II

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee.

##### City Manager Recommendation:

Move to approve a Resolution authorizing a Priority and Subordination agreement with the Low Income Housing Institute (LIHI) for Unity Commons Phase II related to City of Olympia Home Fund Grant agreement no. 22-hfc-006.

#### Report

##### Issue:

Whether to approve a Resolution authorizing a priority and subordination agreement with the Low Income Housing Institute (LIHI) for Unity Commons Phase II related to City of Olympia Home Fund Grant agreement no. 22-hfc-006 in substantially the final form as presented in the Resolution.

##### Staff Contact:

Jacinda Steltjes, Affordable Housing Program Manager, City Manager's Office, 360.753.8482

##### Presenter(s):

None - Consent Calendar Item.

#### Background and Analysis:

The City of Olympia has awarded the Low Income Housing Institute (LIHI) a Home Fund grant in the amount of \$150,000 to develop 63-units of multi-family rental housing for low-income and homeless individuals at 111 Pattison Street NE. The project is commonly referred to as Unity Commons Phase II. Development of the project is funded by various lenders. The Priority and Subordination Agreement outlines the priority of interests in the project and is executed between LIHI and all the

project's funders.

**Climate Analysis:**

Unity Commons Phase II is being constructed on the same parcel as the first phase of development and will result in over 120 units of housing where just down the street, a single-family home is being inhabited on a similarly sized lot. Phase II and the now completed Phase I project both optimized land use to address the urban sprawl and support the use of public transit, being on a bus line of a major transit corridor.

**Equity Analysis:**

Very low-income persons, including the 63 low-income tenants who will reside in the project, will benefit from the execution of the Priority and Subordination Agreement in the way that the document is needed before LIHI can begin construction of Unity Commons Phase II and the agreement legally documents the priority of restrictive covenants placed upon the project property and is another way to ensure the project maintains long-term affordability for very low-income persons.

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

None known associated directly with the Priority and Subordination Agreement. However, affordable housing development and homelessness are of high interest to the community. The phased plan of this project has been communicated clearly from the start, allowing neighbors and interested community members to weigh in at several points throughout the development process.

**Financial Impact:**

This action has no financial impact.

**Options:**

1. Approve the Resolution authorizing the City Manager to sign and execute the Priority and Subordination Agreement with the Low Income Housing Institute.
2. Do not approve the Resolution and provide further direction to staff.
3. Direct staff to take other action.

**Attachments:**

Resolution  
Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
AUTHORIZING IN SUBSTANTIALLY FINAL FORM A PRIORITY AND SUBORDINATION  
AGREEMENT RELATED TO CITY OF OLYMPIA HOME FUND GRANT AGREEMENT NO. 22-HFC-  
006**

**WHEREAS**, the City of Olympia (City) currently has a Home Fund Grant Agreement with the Low Income Housing Institute (LIHI) in the amount of \$150,000.00, Home Fund Loan No. 22-HFC-006, to develop affordable housing and housing-related services for the residents of the City of Olympia; and

**WHEREAS**, LIHI is in the process of obtaining both public and private financing for new construction of a 64-unit multi-family building located at 111 Pattison Street NE that will be rented to homeless persons, including homeless seniors; and

**WHEREAS**, development and financing of LIHI's low-income housing project also requires approval of a Priority and Subordination Agreement that sets out the priority of the interests of various lenders and entities lending or granting funds to LIHI for its low income housing project known as Unity Commons Phase 2; and

**WHEREAS**, the document attached hereto as Exhibit A relates to interests in real estate, said document has gone through legal review, has been approved in substantially final form, and will be executed in escrow during the closing process; and

**WHEREAS**, the Olympia City Council determines it to be in the best interests of the City of Olympia and its residents to provide for its most vulnerable populations by agreeing to LIHI's request to subordinate the City's Home Fund Grant No. 22-HFC-006 in the priority listed on Exhibit A attached hereto;

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

1. The document attached hereto as Exhibit A is hereby approved in substantially final form.
2. The City Manager is directed and authorized to execute the attached Priority and Subordination Agreement on behalf of the City of Olympia in substantially the final form as presented in this Resolution, subject to the City Manager's authority and discretion to make any amendments or minor modifications as may be required and are consistent with the intent of the attached document, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

Mark Barber  
CITY ATTORNEY

Stoel Rives LLP  
600 University St. Ste. 3600  
Seattle, WA 98101  
Attn: Sallie Lin

**Grantors:**

1. JP MORGAN CHASE
2. WASHINGTON STATE HOUSING FINANCE COMMISSION
3. WASHINGTON STATE DEPARTMENT OF COMMERCE
4. THURSTON COUNTY
5. CITY OF OLYMPIA
6. OLYMPIA SCHOOL DISTRICT NO. 111
7. BANNER BANK
8. MARTIN WAY II LLLP
9. LOW INCOME HOUSING INSTITUTE (LIHI)

<b>Abbrev. Legal Description:</b>	Unit(s): 3 Condo: LIHI Martin Way Condo (Additional legal description on Exhibit A)
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<b>Reference</b>	<u>4802882</u>	Original Priority Agreement
<b>Numbers:</b>	<u>                    </u>	Commission Extended Use Agreement
	<u>                    </u>	State Covenant
	<u>                    </u>	County Covenant
	<u>4798100; 4802569</u>	City Covenant
	<u>4801291;</u>	School Covenant
	<u>                    </u>	FHLB Covenant
	<u>                    </u>	Bank Deed of Trust
	<u>                    </u>	State Deed of Trust
	<u>                    </u>	County 1406 Deed of Trust
	<u>                    </u>	County HOME Deed of Trust
	<u>                    </u>	County 2060 Deed of Trust
	<u>                    </u>	Sponsor City Deed of Trust
	<u>                    </u>	Sponsor FHLB Deed of Trust
	<u>                    </u>	Sponsor HD Deed of Trust
	<u>                    </u>	Developer Fee Deed of Trust

THIS PRIORITY AND SUBORDINATION AGREEMENT (“*Agreement*”), dated as of May \_\_\_, 2023, is made by and among the following parties: **WASHINGTON STATE HOUSING FINANCE COMMISSION**, a public body corporate and politic and an instrumentality of the State of Washington (the “*Commission*”); **JPMORGAN CHASE**, a national banking association (“*Bank*”); **WASHINGTON STATE DEPARTMENT OF COMMERCE**, a department of the State of Washington (“*State*”); **THURSTON COUNTY**, a Washington municipal corporation (“*County*”); **CITY OF OLYMPIA**, a municipal corporation (“*City*”); **OLYMPIA SCHOOL DISTRICT NO. 111**, a political subdivision of the State of Washington (“*School*”); **BANNER BANK**, a Washington commercial bank (“*Banner*”); **MARTIN WAY II LLLP**, a Washington limited liability limited partnership (“*Partnership*”); **LOW INCOME HOUSING INSTITUTE (LIHI)**, a Washington nonprofit corporation (“*Sponsor*”) (collectively, the “*Parties*” and each individually, a “*Party*”).

Bank, State, County, and Sponsor (solely in its role as holder of the Sponsor Notes and beneficiary under the Sponsor Deeds of Trust) are collectively referred to herein as “*Lenders*” and each individually, a “*Lender*,” in each case so long as such Party’s deed of trust remains in effect as a lien on the Property (defined below).

## RECITALS

A. **Original Priority and Subordination Agreement.** Certain parties entered into that certain Priority and Subordination Agreement dated as of November 19, 2020, and recorded under Thurston County recording number 4802882 (the “*Original Priority Agreement*”). The Original Priority Agreement encumbered the Property (defined below) as well as additional real property, as identified therein. The Original Priority Agreement, as it pertains to the Property, has been terminated and is of no further force or effect.

B. **Partnership’s Interest.** Partnership owns that certain real property in Thurston County, Washington, legally described as set forth on **Exhibit A** attached hereto (the “*Property*”), which includes all improvements now and hereafter constructed thereon. The Property will be developed using a combination of public and private funds from various sources, to serve as low-income housing (the “*Project*”).

C. **Commission’s Interest.** Commission has allocated annual low-income housing tax credits to the Partnership in the amount of \$1,891,320 to finance the Project through the use of Low-Income Housing Tax Credits (“*LIHTC*”). In connection with the LIHTC, Partnership has executed a Regulatory Agreement (Extended Use Agreement) with the Commission, recorded on or about the date hereof under Thurston County recording number \_\_\_\_\_ (“*Extended Use Agreement*”).

D. **Bank’s Interest.** Bank has agreed to make a construction loan to the Partnership in the aggregate amount of [\$13,000,000] (the “*Bank Loan*”). The Bank Loan is made pursuant to that certain Loan Agreement (the “*Bank Loan Agreement*”). The Bank Loan is evidenced by a promissory note made by the Partnership in favor of Bank under the Bank Loan Agreement in the maximum aggregate principal amount of [\$13,000,000] (the “*Bank Note*”). Repayment of

the Bank Note is secured by, among other security documents, a Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents granted by Partnership in favor of Chicago Title Insurance Company, as trustee, and Bank as beneficiary, recorded on or about the date hereof under Thurston County recording number \_\_\_\_\_ (the “**Bank Deed of Trust**”), encumbering Partnership’s fee simple interest in the Property and other personal property described in the Bank Deed of Trust. The Bank Loan is secured by UCC-1 Financing Statements, filed with the Department of Licensing, Uniform Commercial Code Division of the State of Washington (together, the “**Bank Financing Statement**”). All documents identified in this paragraph and all documents executed by Partnership in connection with the Bank Loan are referred to collectively as the “**Bank Loan Documents**.”

E. **State’s Interest.** The State and Sponsor entered into a Contract, Number 21-94110-019 (the “**State Contract**”). Pursuant to the State Contract, Sponsor executed a Promissory Note in the principal amount of \$6,500,000 in favor of the State (the “**State Note**”), and the State Contract and the State Note have been assigned to Partnership. The State Note is secured by that certain Deed of Trust, executed by Partnership, and recorded on or about the date hereof under Thurston County recording number \_\_\_\_\_ (the “**State Deed of Trust**”). In connection with the State Contract, Partnership executed that certain Low Income Housing Covenant Agreement recorded on or about the date hereof under Thurston County recording number \_\_\_\_\_ (the “**State Covenant**”). All documents identified in this subparagraph, and any documents executed by the State, Sponsor, or Partnership in connection therewith, are collectively referred to as the “**State Loan Documents**.”

F. **County’s Interest.** County, through Thurston County - PHSS Housing and Community Renewal, has provided the following financing to the Project:

(i) County and Sponsor have entered into a HOME (CHDO) Development Agreement # CFDA 14.239 dated May \_\_\_\_, 2023 (the “**County HOME Contract**”). Pursuant to the County HOME Contract, Sponsor executed a Promissory Note in the principal amount of \$1,132,968.31 in favor of County (the “**County HOME Note**”), and the proceeds have been re-loaned by Sponsor to the Partnership.

(ii) County and Sponsor and have entered into a HB 1406 Affordable and Homeless Housing Professional Services Agreement (the “**County 1406 Contract**”). Pursuant to the County 1406 Contract, Sponsor executed a Promissory Note in the principal amount of \$1,741,380 in favor of the County (the “**County 1406 Note**”), and the proceeds have been re-loaned by Sponsor to the Partnership.

(iii) County and Sponsor have entered into an SHB 2060 Affordable and Homeless Housing Professional Services Agreement (the “**County 2060 Contract**”). Pursuant to the County 2060 Contract, Sponsor executed a Promissory Note in the principal amount of \$554,724 in favor of the County (the “**County 2060 Note**”), and the proceeds have been re-loaned by Sponsor to the Partnership.

(iv) In connection with the County HOME Contract, the County 1406 Contract and the County 2060 Contract, Partnership has entered into a Restrictive Covenant Agreement dated May \_\_\_\_, 2023 and recorded on or about the date hereof under Thurston County recording number \_\_\_\_\_ (the “**County Covenant**”).

(v) The County HOME Loan, the County 1406 Loan, and the County 2060 Loan are collectively referred to as the “**County Loan**”.

G. **Sponsor’s Interests.** Sponsor has received certain funds for the Project, and has made the following loans to Partnership:

(i) Sponsor has received funds in the amount of \$150,000 from City; and Sponsor has loaned such funds to Partnership pursuant to that certain Subordinate Non-Recourse Promissory Note, executed by Partnership, in the amount of \$150,000 (the “**Sponsor City Note**”). The Sponsor City Note is secured by that certain Subordinate Deed of Trust executed by Partnership and recorded on or about the date hereof under Thurston County recording number \_\_\_\_\_ (the “**Sponsor City Deed of Trust**”). The Sponsor has assigned the Sponsor City Note and the Sponsor City Deed of Trust pursuant to that certain Collateral Assignment of Promissory note and Deed of Trust executed by Sponsor and recorded on or about the date hereof under Thurston County recording number \_\_\_\_\_.

(ii) Sponsor has received funds in the aggregate amount of \$3,429,072.62 from County under the County Loan; and Sponsor has loaned such funds to the Partnership pursuant to that Subordinate Non-Recourse Promissory Note, executed by Partnership, in the amount of \$3,429,072.62 (the “**Sponsor County Note**”). The Sponsor County Note is secured by that certain Subordinate Deed of Trust executed by Partnership and recorded on or about the date hereof under Thurston County recording number \_\_\_\_\_ (the “**Sponsor County Deed of Trust**”). The Sponsor has assigned the Sponsor County Note and the Sponsor County Deed of Trust to the County pursuant to that certain Collateral Assignment of Promissory Note and Deed of Trust executed by Sponsor and recorded on or about the date hereof under Thurston County recording number \_\_\_\_\_.

(iii) Sponsor has received funds in the amount of \$750,000 from the Federal Home Loan Bank of Des Moines; and Sponsor has loaned such funds to Partnership pursuant to that certain Subordinate Non-Recourse Promissory Note, executed by Partnership, in the amount of \$750,000 (the “**Sponsor FHLB Note**”). The Sponsor FHLB Note is secured by that certain Subordinate Deed of Trust executed by Partnership and recorded on or about the date hereof under Thurston County recording number \_\_\_\_\_ (the “**Sponsor FHLB Deed of Trust**”).

(iv) Sponsor has received funds in the amount of \$350,000 from the Home Depot Foundation; and Sponsor has loaned such funds to Partnership pursuant to that certain Subordinate Non-Recourse Promissory Note, executed by Partnership, in the amount of \$350,000 (the “**Sponsor HD Note**”). The Sponsor HD Note is secured by that certain Subordinate Deed of Trust executed by Partnership and recorded on or about the date hereof



under Thurston County recording number \_\_\_\_\_ (the “**Sponsor HD Deed of Trust**”).

(v) Sponsor will be deferring a portion of its developer fee for the Project. To evidence the deferred amount of the developer fee, Partnership will execute a Subordinate [Non-]Recourse Promissory Note in the amount of \$ \_\_\_\_\_ (the “**Deferred Developer Fee Note**”). The Deferred Developer Fee Note is secured by that certain Subordinate Deed of Trust executed by Partnership and recorded on or about the date hereof under Thurston County recording number \_\_\_\_\_ (the “**Developer Fee Deed of Trust**”).

(vi) Sponsor is the grantee under the Amended and Restated Agreement of Limited Liability Limited of Partnership of the right to acquire the Property from the Partnership pursuant to a right of first refusal (the “**ROFR**”) (the “**Sponsor Option**”).

H. **City’s Interest.** City transferred the Property to Sponsor, subject to certain terms and conditions, including but not limited to that certain Restrictive Covenants, recorded on November 6, 2020 under Thurston County recording number 4798100, as amended by that certain Amended Restrictive Covenants, recorded on November 20, 2020 under Thurston County recording number 4802569 (collectively, the “**City Covenant**”).

I. **School’s Interest.** School is the beneficiary under that certain Restrictive Covenant (Regarding School Impact Fees and Eligible Project Presidents), dated as of November 17, 2020, and recorded on November 17, 2020 under Thurston County recording number 4801291; as amended by that certain First Amendment to Restrictive Covenant (Regarding School Impact Fees and Eligible Project Residents), dated \_\_\_\_\_, 2023, and recorded on \_\_\_\_\_, 2023 under Thurston County recording number \_\_\_\_\_ (collectively, the “**School Covenant**”).

J. **Banner’s Interest.** Banner is the beneficiary under that certain Agreement for Covenants and Restrictions, dated as of March 1, 2023, and recorded on \_\_\_\_\_, 2023 under Thurston County recording number \_\_\_\_\_ (the “**FHLB Covenant**”).

K. **Definitions.** The deeds of trust described in Paragraphs D, E, F, and G above may be referred to collectively hereinafter as the “**Deeds of Trust.**” The Bank Deed of Trust, and any substitute for it, may be referred to individually as a “**Bank Deed of Trust.**” The covenants and regulatory agreements described in Paragraphs C, E, H, I, and J above may be referred to collectively hereinafter as the “**Covenants.**” All of the documents discussed in the Recitals section of this Agreement are collectively referred to as the “**Documents**” and the information and definitions contained in the Recitals are acknowledged by the Parties to be an incorporated, integral part of this Agreement.

L. **Purpose.** The Parties wish to enter into this Agreement in order to establish their respective rights and priorities regarding the Property and the Documents, all as more fully set forth herein.

## **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Termination of Original Priority Agreement.** For avoidance of doubt, to the extent that the Original Priority Agreement pertains to the Property, the parties hereby terminate the Original Priority Agreement. The Original Priority Agreement shall have no further force and effect with respect to the Property.

2. **Document Priority.**

(a) The Parties hereto agree that the documents, instruments, and rights identified and described above, regardless of recording order, shall have priority in the order set forth below in this Section, with the most senior of the respective documents and instruments listed first:

- (i) Extended Use Agreement
- (ii) State Covenant
- (iii) County Covenant
- (iv) City Covenant
- (v) School Covenant
- (vi) FHLB Covenant
- (vii) Bank Deed of Trust
- (viii) State Deed of Trust
- (ix) Sponsor County Deed of Trust
- (x) Sponsor City Deed of Trust
- (xi) Sponsor FHLB Deed of Trust
- (xii) Sponsor HD Deed of Trust
- (xiii) Developer Fee Deed of Trust
- (xiv) Sponsor Option

(b) Any Uniform Commercial Code financing statement or fixture filing recorded or filed in connection with any Deed of Trust or any loan referenced in this Agreement shall have

the same relative priority or subordination as the Deed of Trust and loan to which such financing statement or fixture filing relates.

(c) The Covenants shall survive any foreclosure sale, trustee's sale, or deed in lieu thereof under any of the Deeds of Trust and shall be binding on any person acquiring the Property by any such means, or that is a successor to one who acquires the Property by such means or acquires an interest in the Partnership, for so long as such person shall retain an interest in the Property, subject to the terms of each of the Covenants regarding the termination thereof.

(d) Regardless of priority as among the Covenants, the Partnership, its successors, and any other current or future parties obligated thereunder shall be obligated to comply with the provisions of each Covenant except as expressly provided herein. The Parties hereto acknowledge that the Covenants apply simultaneously and that the grantors thereunder are obligated to comply with each of them regardless of the relative priority or order of recording of the Covenants; provided, however, that in the event there is a conflict between the State Covenant and any other Covenant, the terms of the State Covenant shall control.

(e) Sponsor agrees that it shall not have any rights to the lien position of Bank, or to any lien that may be prior to, or rank equally with, the lien of the State Deed of Trust or County Deeds of Trust hereunder, or to any part of any such lien, whether by subrogation, assignment, or otherwise, based upon any payment of any amounts secured by the Bank Deed of Trust or any other liens on the Property, whether such payment is made as guarantor, or otherwise. Sponsor agrees that if it acquires the Property or a part thereof by exercise of the ROFR or otherwise, it shall be bound and obligated as a grantor under all of the terms of the Documents then in effect.

3. **Advance of Funds.** The Parties agree that except for such obligations as the Partnership may have to other Parties hereto pursuant to agreements with such Parties (i) the Parties do not have any obligations to each other to advance funds or to see to the application of their respective loan proceeds, (ii) any application of such proceeds contrary to the terms of any loan documents shall not defeat the subordinations granted herein in whole or in part, and (iii) nothing contained in this Agreement shall impair the right of any party to pursue any right or remedy available to it in any of the agreements, covenants, regulatory agreements, deeds of trust or options referenced herein.

4. **Reliance by Lenders; Consent.** It is understood by the Parties hereto that the Lenders and Commission would not enter into their respective Documents without this Agreement. The Partnership and Sponsor consent to all terms hereof.

5. **Actions by Bank; Certain Waivers.** The Bank, without the consent of or notice to any other Party, may enter into amendments of the Bank Deed of Trust and other Bank Documents in any manner, in order to release any or all parties liable for any obligation secured by the Bank Documents, or release any or all security for the obligations secured by the Bank Documents, all without affecting the subordinations under this Agreement. The Parties waive any right to require marshaling of assets or to require Bank to proceed against or exhaust any specific security for the

obligations secured by the Bank Documents, and waive any defense arising out of the loss or impairment of any right of subrogation to the lien of the Bank Documents.

6. **Insurance or Condemnation Proceeds.** Notwithstanding any provision of the Parties' Documents to the contrary, so long as any portion of the Bank Loan is outstanding, in the event of any damage to, destruction of, or taking or condemnation (including deed in lieu thereof) of the Property or any portion thereof, the application of any insurance or condemnation proceeds shall be governed by the terms of the Bank Deed of Trust. Any funds to be applied to repair or restoration shall be held and administered by Bank in accordance with the Bank Documents, and the Bank shall be entitled to reasonable compensation for its services in connection with the administration of such funds, as set forth in the Bank Documents. For so long as any portion of the Bank Loan is outstanding, the Bank shall have all approval, consent, and oversight rights in connection with any insurance claims relating to the Property and any decisions regarding the use of insurance or condemnation proceeds after a casualty loss or condemnation notwithstanding any rights of any other Lender under its Loan Documents.

7. **Rents.** Each of the Parties hereto acknowledges and consents to the Partnership's assignment of all leases, income, rents, and profits of the Project and/or Property to Bank. The Parties agree that upon an Event of Default under the Bank Loan Documents, Bank shall have the absolute right to collect all rents and profits from the Project and/or Property as provided in the Bank Loan Documents.

8. **Subordinate Lenders' Agreement to Standstill.** Until the Bank Loan has been repaid in full, each Lender other than Bank agrees for the benefit of Bank and its successors and assigns, that if a default occurs and is continuing under documents other than the Bank Loan Documents for a period up to 180 days, the other Lenders shall not, without the Bank's prior written consent, accelerate its respective loan, commence foreclosure proceedings with respect to the Project collect rents, appoint (or seek the appointment of) a receiver or institute any other enforcement action with respect to the Project (excluding any action, not previously enumerated, for other than monetary relief including, but not limited to specific performance, mandatory injunctive relief, or similar equitable remedy to compel compliance by any party). Provided, however, that the Bank's consent shall not be required for other Lenders' actions to enforce the affordability provisions of their regulatory agreements; further if Bank fails to provide consent within 180 days of notice of default under State's loan documents and the default is continuing, State may act to enforce the terms of its loan documents.

9. **Refinance.** Each Lender other than the Bank agree that its liens, rights and interests pursuant to their respective loan documents, shall retain its relative priority and be subject to the same limitations set forth in this Agreement in the event of any refinancing upon maturity of the Bank Loan (without regard to the source/lender of any such refinancing) provided that the principal amount of any obligation incurred in connection with such refinancing does not exceed one hundred percent (100%) of the then outstanding principal loan amount under the Bank Loan plus ordinary and customary refinancing fees and costs, or such higher amount to the extent necessary to refinance the Bank Loan to enable the Project to achieve a 1.15 Debt Coverage Ratio, which may include a restructuring of repayment terms. It is the intention of the Parties

that no further priority agreements or subordination agreements shall be required to establish such lien priority; however, the Parties acknowledge and agree that to the extent such subordination or priority agreements are required by such refinance lender in order to provide the refinance lender with the same lien position as identified herein, the Parties shall execute a subordination agreement substantially in the form of this Agreement or such other reasonable subordination agreement.

10. **Acknowledgements.** Each Lender other than Bank hereby agrees and acknowledges, solely for the benefit of Bank, as follows:

(a) For purposes of this Agreement, each has been provided the opportunity to review the Bank Loan Documents before executing this Agreement;

(b) Bank, in making disbursements pursuant to the Bank Loan Documents, is under no obligation or duty to insure, nor has Bank represented that it will insure, the proper application of such proceeds by the person(s) to whom Bank disburses such proceeds, and any application or use of such proceeds for purposes other than as provided in any such agreement shall not defeat or render invalid, in whole or in part, the subordinations provided for in this Agreement;

(c) Bank has not made any warranty or representation of any kind or nature whatsoever with respect to (i) the application of the proceeds of the Bank Loan upon the security of the Bank Deed of Trust, (ii) the value of the Property or the improvements to be developed thereon pursuant to the Bank Loan Documents, or the marketability or value thereof upon completion of such improvements, or (iii) the ability of the Borrower to honor its covenants and agreements with Bank or other parties;

(d) Bank's release of any security for the Bank Loan, including, without limitation, the reconveyance of any portion(s) of the Project from the lien of the Bank Deed of Trust, shall not constitute a waiver or relinquishment of the other Lender's unconditional subordination of the liens or charges of their respective deeds of trust or other encumbrances against the Project to the lien or charge of the Bank Deed of Trust;

(e) Bank would not make the Bank Loan absent the execution of this Agreement by the Parties hereto; and

(f) Bank has no duty to disclose to any party, any facts Bank may now know or hereafter know about the Borrower or the members or successors of the Borrower, regardless of whether (i) Bank has reason to believe that any such facts may increase materially the risk beyond that which the parties intend to assume, (ii) Bank may have reason to believe that such facts are unknown, or (iii) Bank has a reasonable opportunity to communicate such facts, it being understood and agreed that each party is fully responsible for being and keeping informed of the financial condition of the Borrower and/or any members or successors of the Borrower and of all circumstances bearing on the risk of non-payment of any indebtedness of the Borrower to Bank described in this Agreement.

(g) Each party hereto has made such independent legal and factual inquiries and examinations as such party deems necessary or desirable and is not relying on any inquiries or examinations made by Bank or on information from Bank concerning the Borrower, the Property or the Project.

11. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement comprises the entire agreement among the Parties with respect to the priority of each Party's loans and liens upon and interests in the Property, and all prior understandings or agreements on that subject are superseded hereby, provided that nothing herein shall supersede any separate agreement between Bank, City, State, and Sponsor by which Sponsor's rights to any payments are subordinated or restricted.

(b) **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue of any action or proceeding to enforce, interpret or otherwise related hereto shall lie in Thurston County, Washington.

(c) **Successors; Assignment.** This Agreement is for the benefit of the Bank, State, City, and the Commission and their respective successors and assigns, in each case for so long as such Party's Deed of Trust or Covenant, or both, remains in effect with respect to the Property or any part thereof, and any provision hereof may be waived or modified by written agreement among all of them, or so many of them as are affected thereby, without the consent of the Partnership or Sponsor and without affecting the priority of the liens and interests of the other Parties. The heirs, administrators, assigns, and successors-in-interest of the Parties hereto shall be bound by this Agreement. This Agreement may be assigned by a Party only as a part of an assignment of that Party's entire interest in the Property or its loan secured by one of the Deeds of Trust described herein.

(d) **Notices.** All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when hand-delivered within normal business hours, when actually received by facsimile transmission during normal business hours, or two (2) business days after deposit in the U.S. mail, postage prepaid, (one (1) business day if sent by overnight courier) to the Parties hereto at the addresses set forth below or to such other place as a Party may from time to time designate by notice to the other Parties. No transferee or successor of a Party hereto shall be entitled to notices or opportunity to cure defaults hereunder unless notice of the transfer is given in accordance with this Section 11(d). For purposes of this Section 11(d), a "business day" is any day other than a Saturday, Sunday, statutory federal or Washington state bank holiday or official City of Seattle holiday.

Bank:	JPMorgan Chase Bank, N.A.
	Attention: Commercial Real Estate Loan Administration
	700 North Pearl Street, 13 <sup>th</sup> Floor
	Mail Code TX1-2625
	Dallas, TX 75201-7424

And to: JPMorgan Chase Bank, N.A.  
Legal Department  
Attention: Michael R. Zients, Executive Director  
and Assistant New York Plaza, 21st Floor  
Mail Code NY1-E089  
New York, NY 10004

With copy to: Davis Wright Tremaine LLP  
920 Fifth Avenue, Suite 3300  
Seattle, WA 98104  
Attention: Anthony T. Caso

Commission: Washington State Housing Finance Commission  
1000 Second Avenue, Suite 2700  
Seattle, WA 98104  
Attention: Director, Asset Management and  
Compliance

State: Washington State Department of Commerce  
Housing Trust Fund  
1011 Plum Street SE  
P.O. Box 42525  
Olympia, WA 98504-2525  
Attention: Contracts/Fiscal Group

County: Thurston County PHSS-Housing  
Tom Webster, Senior Program Manager  
412 Lilly RD NW  
Olympia, WA 98506

City: City of Olympia  
Attn: Legal Department  
P.O. Box 1967  
Olympia, WA 98507-1967

School: Olympia School District No. 111  
111 Bethel Street NE  
Olympia, WA 98506

Banner: Banner Bank  
Attn: Dustin Koons, Vice President, Affordable Housing  
Lending  
Email [dustin.koons@bannerbank.com](mailto:dustin.koons@bannerbank.com)



Partnership: Martin Way II LLLP  
c/o Low Income Housing Institute (LIHI)  
1253 S Jackson Street, Suite A  
Seattle, WA 98144

With a copy to: RJ MT Martin Way II L.L.C.  
c/o Raymond James Affordable Housing Investments,  
Inc.  
880 Carillon Parkway  
St. Petersburg, Florida 33716  
Email Address: Steve.Kropf@RaymondJames.com  
Attn: Steven J. Kropf, President

With a copy to: Nixon Peabody LLP  
Exchange Place  
53 State Street  
Boston, MA 02109  
Attn: Nathan A. Bernard, Esq.

Sponsor: Low Income Housing Institute (LIHI)  
1253 S Jackson Street, Suite A  
Seattle, WA 98144  
Attn: Executive Director

With a copy to: Stoel Rives LLP  
600 University Street, Suite 3600  
Seattle, WA 98101  
Attn: Sallie Lin

(e) **Successors; Assignment.** This Agreement is for the benefit of the Lenders and their respective successors and assigns, and not for the benefit of the Partnership. Any provision hereof may be waived or modified by agreement of the Lenders (or by any two or more of them, if the other(s) are unaffected thereby) without the consent of the Partnership and without affecting the priority of the liens and interests of the Lenders. The heirs, administrators, assigns and successors-in-interest of the Parties shall be bound by this Agreement. This Agreement may be assigned by a party only as a part of an assignment of such party's loan documents described in this Agreement.

(f) **Amendment.** This Agreement may be amended only by a writing signed by the Parties hereto, but this Section 7(f) shall not impair the validity of any further agreements among fewer than all of the Parties hereto as among themselves.

(g) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and whether or not all Parties execute each counterpart.

(h) **Completion of Recording Information.** If this Agreement is signed without completion of certain recording information called for above, any Party hereto or any title insurance company acting on the instructions of any Party is hereby authorized to insert such information prior to recording this Agreement.

(i) **Attorney Fees.** If any Party shall bring an action against any other Party by reason of the breach of any covenant, provision, or condition of this Agreement, or otherwise arising out of this Agreement, the unsuccessful Party shall pay to the prevailing party reasonable attorneys' fees actually incurred, which fees shall be payable whether or not any action is prosecuted to judgment. The term "prevailing party" shall include, without limitation, a Party who brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought, whether by compromise, settlement, or judgment.

(j) **Consent to Other Parties' Documents.** By executing this Agreement, each Party hereby acknowledges and consents to the execution of, and where appropriate, the recording of, the Documents by the Partnership and the other Parties thereto. Notwithstanding such consent, the terms hereof, the terms of any such Documents, and the acceptance by Lenders of their respective liens and other rights and interests under these Documents, a Lender shall not, prior to any acquisition of title to the Property by such Lender, be liable or responsible for any obligation of the Partnership under such Documents, or of any "Owner" as defined in any such documents.

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

**WASHINGTON STATE HOUSING FINANCE  
COMMISSION**, a public body corporate and politic of the  
state of Washington

By: \_\_\_\_\_  
Steve Walker, Executive Director

STATE OF WASHINGTON

COUNTY OF KING

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steve Walker, to me known (or proved by satisfactory evidence) to be the Executive Director of the **Washington State Housing Finance Commission**, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

\_\_\_\_\_  
Notary Public for the State of Washington  
Print name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

**JPMORGAN CHASE,**  
a national banking association,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known (or proved by satisfactory evidence) to be the \_\_\_\_\_ of **JPMorgan Chase**, a national banking association, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public for the State of Washington  
Print name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

**BANNER BANK,**  
a Washington commercial bank,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_, as \_\_\_\_\_ of Banner Bank, a Washington commercial  
bank.

\_\_\_\_\_  
Notary Public for the State of Washington  
Print name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

**WASHINGTON STATE DEPARTMENT OF  
COMMERCE,**  
a department of the State of Washington

By: \_\_\_\_\_  
Name: Corina Grigoras  
Title: Assistant Director, Housing Division

STATE OF WASHINGTON

COUNTY OF THURSTON

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Corina Grigoras**, to me known (or proved by satisfactory evidence) to be the **Assistant Director of Housing Division of Washington State Department of Commerce**, a department of the State of Washington, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public for the State of Washington  
Print name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WASHINGTON

COUNTY OF THURSTON

This record was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_, as \_\_\_\_\_ of City of Olympia, a Washington municipal  
corporation.

\_\_\_\_\_  
Notary Public for the State of Washington  
Print name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

**MARTIN WAY II LLLP,**  
a Washington limited liability limited partnership

By: Martin Way Manager LLC,  
a Washington limited liability company  
Its: General Partner

By: Low Income Housing Institute (LIHI),  
a Washington nonprofit corporation  
Its: Sole Member

By: \_\_\_\_\_  
Name: Lynne Behar  
Title: Chief Financial Officer

STATE OF WASHINGTON

COUNTY OF KING

This record was acknowledged before me on \_\_\_\_\_, 2023, by Lynne Behar, as Chief Financial Officer of Low Income Housing Institute (LIHI), the Sole Member of Martin Way Manager LLC, the General Partner of Martin Way II LLLP, a Washington limited liability limited partnership.

\_\_\_\_\_  
Notary Public for the State of Washington  
Print name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

**LOW INCOME HOUSING INSTITUTE (LIHI),**  
a Washington nonprofit corporation

By: \_\_\_\_\_  
Name: Lynne Behar  
Title: Chief Financial Officer

STATE OF WASHINGTON

COUNTY OF KING

This record was acknowledged before me on \_\_\_\_\_, 2023, by Lynne Behar, as Chief Financial Officer of Low Income Housing Institute (LIHI), a Washington nonprofit corporation.

\_\_\_\_\_  
Notary Public for the State of Washington  
Print name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

**THURSTON COUNTY,**  
a Washington municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WASHINGTON

COUNTY OF THURSTON

This record was acknowledged before me on \_\_\_\_\_, 2023,  
by \_\_\_\_\_, as \_\_\_\_\_ of Thurston County, a Washington municipal  
corporation.

\_\_\_\_\_  
Notary Public for the State of Washington  
Print name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

**OLYMPIA SCHOOL DISTRICT NO. 111,**  
a Washington municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WASHINGTON

COUNTY OF THURSTON

This record was acknowledged before me on \_\_\_\_\_, 2023,  
by \_\_\_\_\_, as \_\_\_\_\_ of Olympia School District No. 111, a  
Washington municipal corporation.

\_\_\_\_\_  
Notary Public for the State of Washington  
Print name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

#### **PARCEL A:**

Unit 3 of LIHI Martin Way, a Condominium, according to Declaration thereof recorded November 12, 2020 under Recording No. 4799858, and any amendments thereto; said Unit is located on Survey Map and Plans recorded November 12, 2020 under Recording No. 4799859:

In Thurston County, Washington.

#### **PARCEL B:**

A Non-Exclusive Reciprocal Access Easement for ingress and egress as created by that certain Condominium Declaration recorded November 12, 2020 under Recording No. 4799858;

In Thurston County, Washington.

#### **PARCEL C:**

Non-Exclusive Easements for Construction, Utilities, Encroachments and Maintenance as created by that certain Condominium Declaration recorded November 12, 2020 under Recording No. 4799858;

In Thurston County, Washington.



## City Council

### Approval of a Resolution Authorizing a Partial Impact Fee Exemption Agreement with Family Support Center of South Sound West Olympia LLLP for 3524 7th Avenue SW

**Agenda Date:** 5/9/2023  
**Agenda Item Number:** 4.E  
**File Number:** 23-0369

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

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#### **Title**

Approval of a Resolution Authorizing a Partial Impact Fee Exemption Agreement with FSCSS West Olympia LLLP for 3524 7th Avenue SW

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve a Resolution Authorizing a Partial Impact Fee Exemption Agreement between the City of Olympia and FSCSS West Olympia LLLP for 3524 7th Avenue SW

#### **Report Issue:**

Whether to approve a Resolution Authorizing a Partial Impact Fee Exemption Agreement between the City of Olympia and FSCSS West Olympia LLLP for 3524 7th Avenue SW.

#### **Staff Contact:**

Jacinda Steltjes, Affordable Housing Program Manager, 360.753.8482

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

None - Consent Calendar Item.

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

The current Olympia Municipal Code (OMC) 15.04.060 allows for certain exemptions for payment of impact fees. The code permits exemption of 80% of school, park, and transportation impact fees for any form of low-income housing occupied by households whose income at initial occupancy, when adjusted for household size, is at or below eighty percent (80%) of the area median income, by household size, as annually adjusted by the U.S. Department of Housing and Urban Development.

At the time the applicant project submitted its building permit application a previous version of the code allowed for up to 100% of school impact fees to be exempted. As such, a 100% exemption of

this impact fee is presented.

The code requires the property owner seeking reduced impact fees to execute a partial impact fee exemption agreement and record a restrictive covenant that prohibits using the property for any purpose other than for low-income housing as described in OMC Subsection 15.04.060.C.2., which, at a minimum, must address price restrictions and household income limits for the low-income housing, and require that, if the property is converted to a use other than for low-income housing as defined in the agreement and the covenant, the property owner or successor must pay the applicable impact fees in effect at the time of any conversion.

FSCSS West Olympia LLLP has applied to the City of Olympia for a partial exemption of school, park, and transportation impact fees for its multi-family rental project known as The Landing, located in west Olympia. The Landing involves the construction of 62 new rental units for homeless families. Forty-two of the units are two and three- bedroom units and 20 are one-bedroom units. All units will be available to households whose incomes are at or below 50% of area median income by household size. For example, the annual income of a four-person family making 50% of area median income is \$50,450.

**Climate Analysis:**

The Landing features a solar array, LED lighting, native and adaptive landscaping, and low-flow plumbing fixtures, among other things. The development is the first of two phases of affordable housing on the property. By taking this approach the property owner will maximize density. This has also allowed the property owner to design and construct the first phase in a way that will reduce greenhouse gas admissions during construction of the second phase of development.

**Equity Analysis:**

According to the Thurston Regional Planning Council's 2021 Housing Needs Assessment, 7,605 of Olympia's approximately 12,155 households are cost burdened. Of those cost burdened households, 4,560 are households earning 50% or less of the area median income. According to the same source, renter households are more likely to identify as being a person of color and are more likely to be cost burdened than are homeowner households.

The Partial Impact Fee Exemption Agreement and Restrictive Covenant help to ensure the rental housing units will be affordable to low-income, cost-burdened households in perpetuity.

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

Low-income housing is of great interest to the community.

**Financial Impact:**

A total of \$401,226.80 in transportation, park, and Olympia School District impact fees will be exempted. Fees were calculated based on a building permit application date of September 13, 2021.

Transportation Impact Fee

A total of \$80,699.20 will be exempted in transportation impact fees.

Impact fee before exemption: 62 apartment units x \$1,627 = \$100,874

Impact fee after exemption = \$20,174.80



Park Impact Fee:

A total of \$188,281.60 park impact fees will be exempted.

Impact fee before exemption: 62 apartment units x \$3,796 = \$235,352

Impact Fee After Exemption = \$47,070.40

School Impact Fee

A total of \$132,246 in school impact fees will be exempted. This accounts for 100% of impact fees.

Impact fee before exemption: 62 affordable housing units x \$2,133.00 = \$132,246

Impact fee after exemption = \$0

**Options:**

1. Approve the Resolution authorizing the execution of a Partial Impact Fee Exemption Agreement any other documents necessary to execute said Agreement between the City and FSCSS West Olympia LLLP, waiving the identified impact fees, as is.
2. Approve the Resolution authorizing the execution of a Partial Impact Fee Exemption Agreement any other documents necessary to execute said Agreement between the City and FSCSS West Olympia LLLP, waiving the identified impact fees, with amendments.
3. Take no action.

**Attachments:**

Resolution

Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING A PARTIAL IMPACT FEE EXEMPTION AGREEMENT BETWEEN THE CITY OF  
OLYMPIA AND FSCSS WEST OLYMPIA, LLLP, FOR 3524 7th AVENUE SW, OLYMPIA,  
WASHINGTON**

**WHEREAS**, Olympia Municipal Code Section (OMC) 15.04.060 allows for certain exemptions for payment of impact fees; and

**WHEREAS**, OMC 15.04.060(C) permits exemption of impact fees for any form of low-income housing occupied by households whose income, when adjusted for size, is at or below eighty percent (80%) of the area median income, as annually adjusted by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, OMC 15.04.060(C) states that upon application by a property owner, a partial exemption of not more than eighty percent (80%) of park, transportation, and school impact fees, with no explicit requirement to pay the exempted portion of the fee from public funds, may be granted to a low-income housing development; and

**WHEREAS**, the Olympia Municipal Code requires that an applicant enter into a contract with the City approved by the City Council, under which the City agrees to grant the applicant a partial exemption of park, transportation, and school impact fees, so long as the property is used solely for low-income housing, and under which the applicant agrees to execute a form of restrictive covenant in favor of the City to be recorded with the Thurston County Auditor, which limits use of the property to low-income housing as provided in OMC 15.04.060(C) and as defined in OMC 15.04.060(F) and which further requires that the property owner or successor must pay applicable impact fees in effect at the time of any conversion of the property to a use other than for low income housing; and

**WHEREAS**, FSCSS West Olympia, LLLP, a limited liability limited partnership formed by the Family Support Center of South Sound, has applied to the City of Olympia for a partial exemption of not more than eighty percent (80%) of park impact fees for its property located at 3524 7<sup>th</sup> Avenue SW, Olympia, Washington; and

**WHEREAS**, the Olympia School District No. 111 has agreed to Applicant's application for a partial exemption of not more than eighty percent (80%) of school impact fees due to Applicant's use of the property for low-income housing that meets the statutory requirements of the Olympia Municipal Code for households whose income adjusted for size is at or below eighty percent (80%) of the area median income, as annually adjusted by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the Director of Community Planning and Development, in consultation with the Directors of Parks, Arts and Recreation and Public Works Transportation, has granted Applicant's request for a partial exemption of parks, transportation, and school impact fees;

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

1. The Olympia City Council hereby approves the Partial Impact Fee Exemption Agreement between the City of Olympia and FSCSS West Olympia, LLP for 3524 7th AVE SW, Olympia Washington, 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 Partial Impact Fee Exemption Agreement and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.
3. The City Manager is authorized and directed to approve and accept the Restrictive Covenant required by OMC 15.04.060(F), which prohibits using the property for any purpose other than for low-income housing.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

**Mark Barber**  
CITY ATTORNEY

## **PARTIAL IMPACT FEE EXEMPTION AGREEMENT**

**THIS AGREEMENT** is entered into by and between FSCSS West Olympia LLLP, a Washington limited liability limited partnership, hereinafter referred to as the “Applicant” and the City of Olympia, a Washington municipal corporation, hereinafter referred to as the “City” and jointly referred to as “the Parties.” This Agreement shall become effective following execution by all the Parties and recording of this Agreement with the Auditor of Thurston County.

### **RECITALS**

**WHEREAS**, Olympia Municipal Code Section (OMC) 15.04.060 allows for certain exemptions for payment of impact fees; and

**WHEREAS**, OMC 15.04.060(C) permits exemption of impact fees for any form of low-income housing occupied by households whose income, when adjusted for size, is at or below eighty percent (80%) of the area median income, as annually adjusted by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, OMC 15.04.060(C) states that upon application by a property owner, a partial exemption of not more than eighty percent (80%) of park, transportation, and school impact fees, with no explicit requirement to pay the exempted portion of the fee from public funds, may be granted to a low-income housing development; and

**WHEREAS**, the Olympia Municipal Code requires that an applicant enter into a contract with the City approved by the City Council, under which the City agrees to grant the applicant a partial exemption of park, transportation, and school impact fees, so long as the property is used solely for low-income housing, and under which the applicant agrees to execute a form of restrictive covenant in favor of the City to be recorded with the Thurston County Auditor, which limits use of the property to low-income housing as provided in OMC 15.04.060(C) and as defined in OMC 15.04.060(F) and which further requires that the property owner or successor must pay applicable impact fees in effect at the time of any conversion of the property to a use other than for low income housing; and

**WHEREAS**, FSCSS West Olympia LLLP has applied to the City of Olympia for a partial exemption of not more than eighty percent (80%) of park and school impact fees for its property located at 3524 7<sup>th</sup> Avenue SW, Olympia, Washington, also known as The Landing; and

**WHEREAS**, the Olympia School District No. 111 has agreed to Applicant’s application for a partial exemption of not more than eighty percent (80%) of school impact fees due to Applicant’s use of the property for low-income housing that meets the statutory requirements of the Olympia Municipal Code for households whose income adjusted for size is at or below eighty percent (80%) of the area median income, as annually adjusted by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the Director of Community Planning and Development, in consultation with the Directors of Parks, Arts and Recreation and Public Works Transportation, has granted Applicant’s request for a partial exemption of parks, transportation, and school impact fees.

## **AGREEMENT**

The legal description for the real property and appurtenances to which this Partial Impact Fee Exemption Agreement applies is as follows (hereinafter “the Property”):

Lot 1 and Tracts A, and B of FSCSS Housing Binding Site Plan No. BSP 21-2735-OL recorded May 18, 2022 as Recording No. 4932163, records of Thurston County, Washington.

For consideration mutually exchanged, the Parties agree to the following covenants, terms, and conditions:

For consideration mutually exchanged, the Parties agree to the following covenants, terms, and conditions:

1. The Recitals set forth above are hereby incorporated and made part of this Partial Impact Fee Exemption Agreement as if fully set forth herein.
2. The Property shall be used by Applicant for low-income housing occupied by households whose income when adjusted for size is at or below eighty percent (80%) of the area median income, as annually adjusted by the U.S. Department of Housing and Urban Development as provided in OMC 15.04.060(C), and as defined in OMC 15.04.060(D)(5).
3. In consideration for using the Property for low-income housing as provided in OMC 15.04.060(C), and as defined in OMC 15.04.020(Y), the City grants Applicant a partial exemption from payment of park, transportation, and school impact fees of eighty percent (80%), as provided in OMC 15.04.060(C), so long as the Property is used solely for low-income housing as provided in OMC 15.04.060(C).
4. In the event the Property is converted by Applicant or its successors or assigns to a use other than for low-income housing as provided in OMC 15.04.060(C), the Applicant or its successors or assigns shall pay the remaining eighty percent (80%) of applicable park, transportation, and school impact fees in effect at the time of any conversion. Upon payment to the City of the park, transportation, and school impact fees due in effect at time of any conversion, this Agreement shall terminate, and the City shall file a release of the Restrictive Covenant upon the Property with the Thurston County Auditor.
5. It is the express intent of the Applicant and the City that the provisions of this Agreement and the Restrictive Covenant to be filed upon title to the Property shall be deemed to run with the land and shall pass to and be binding upon Applicant’s successors in title, including any subsequent purchaser, grantee, owner, assignee, trustee, trustor, or lessee of any portion of the Property and appurtenances and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner, assignee, trustee, trustor, or lessee of any portion of the Property and any other person or entity having any right, title or interest therein. The terms of this Agreement may be enforced by injunctive relief or other remedies at law.
6. The City agrees to grant Applicant a partial exemption of park, transportation, and school impact fees equal to eighty percent (80%) as provided in OMC 15.04.060(C), so long as the Property is used solely for low-income housing as provided in OMC 15.04.060(C) and OMC 15.04.060(F).

7. The Applicant shall execute a Restrictive Covenant in favor of the City, which shall be recorded upon title to the Property, which limits its use to low-income housing as provided in OMC 15.04.060(A)(10) and as defined in OMC 15.04.060(F). The Restrictive Covenant shall be recorded with the Thurston County Auditor.

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

9. Jurisdiction and venue for any dispute related to this Agreement shall be in Thurston County Superior Court for the State of Washington.

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

11. This Agreement shall in all respects be governed by the laws of the State of Washington.

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

13. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.

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

IN WITNESS WHEREOF, the parties hereto are authorized to and have executed this Agreement as of the date indicated below.

**FSCSS WEST OLYMPIA LLLP**

By: Trish Gregory  
Patricia Gregory, Executive Director

Dated: 04/28/2023

**CITY OF OLYMPIA**

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

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

Mark Barber  
Mark Barber, City Attorney



## City Council

### Approval of a Resolution Authorizing a Partial Impact Fee Exemption Agreement with the Housing Authority of Thurston County

**Agenda Date:** 5/9/2023  
**Agenda Item Number:** 4.F  
**File Number:**23-0375

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

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#### **Title**

Approval of a Resolution Authorizing a Partial Impact Fee Exemption Agreement with the Housing Authority of Thurston County

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve a Resolution authorizing the execution of a Partial Impact Fee Exemption Agreement and any other documents necessary to execute said Agreement between the City of Olympia and Housing Authority of Thurston County.

#### **Report**

##### **Issue:**

Whether to approve a Resolution authorizing a Partial Impact Fee Exemption Agreement and any other documents necessary to execute said Agreement between the City of Olympia and Housing Authority of Thurston County.

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

Jacinda Steltjes, Affordable Housing Program Manager, 360.753.8482

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

None - Consent Calendar Item.

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

The Olympia Municipal Code (OMC) 15.04.060 allows for certain exemptions for payment of impact fees. Along with the fee reduction, the code requires the property owner seeking reduced impact fees to execute a Partial Impact Fee Exemption Agreement and to execute and record a Restrictive Covenant that prohibits using the property for any purpose other than for low-income housing, which, at a minimum, must address price restrictions and household income limits for the low-income housing, and require that, if the property is converted to a use other than for low-income housing as defined in the covenant, the property owner must pay all of the applicable impact fees in effect at the

time of any conversion.

The Housing Authority of Thurston County's project, referred to as Olympia Crest III and located at 204 Lilly Rd. NE, will provide 28 family-size units split between three new buildings of affordable housing for households earning 80% or less of area median income by household size. For reference, a household of four whose income is 80% of the area median income earns \$80,700 annually.

**Climate Analysis:**

Olympia Crest III will comply with the Washington State Energy Code for residential structures. The apartments will be located near Intercity Transit bus stops along Lilly Rd. NE and tenants will have direct access to the Chehalis-Western Trail for bicycle travel.

**Equity Analysis:**

Olympia Crest III will provide 28 family-size units featuring rents within the Housing Choice Voucher (aka tenant-based Section 8) Payment Standard. It is rare in our community for newly constructed units to be accessible to tenant-based voucher holders. By offering rents at this level, it ensures that affordable units are available to voucher holders as well as to people who are not fortunate enough to have a voucher due to insufficient federal funding of the voucher program.

The Partial Impact Fee Exemption Agreement and Restrictive Covenant will help to ensure the long-term affordability of the 28 Olympia Crest III units.

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

Low-income housing is of great interest to the community.

**Financial Impact:**

The partial impact fee exemption agreement will exempt 80% of transportation, parks, and North Thurston School District impact fees. This equates to a total exemption of \$200,099.20 in impact fees. A breakdown of the exempted fees is provided below.

Transportation Impact Fee

A total amount of \$48,720 in transportation impact fees will be exempted.

Impact fee before exemption: 28 apartment units x \$2,175 per unit = \$60,900

Impact fee after 80% exemption = \$12,180

Park Impact Fees

A total amount of \$85,030.40 in park impact fees will be exempted.

Impact fee before exemption: 28 apartment units x \$3,796 per unit = \$106,288

Impact fee after exemption: \$21,257.60

North Thurston School District Impact Fees

A total of \$66,348.80 in school impact fees will be exempted.

Impact fee before exemption: 28 apartment units x \$2,962 per unit = \$82,936

Impact fee after exemption: \$16,587.20

**Options:**

1. Approve the Resolution authorizing the execution of the Partial Impact Fee Exemption



- Agreement and any other documents necessary to execute said Agreement between the City of Olympia and Housing Authority of Thurston County, waiving the identified impact fees, as-is.
2. Approve the Resolution authorizing the execution of the Partial Impact Fee Exemption Agreement and any other documents necessary to execute said Agreement between the City of Olympia and Housing Authority of Thurston County, waiving the identified impact fees, with amendments.
  3. Take no action.

**Attachments:**

Resolution

Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING A PARTIAL IMPACT FEE EXEMPTION AGREEMENT BETWEEN THE CITY OF  
OLYMPIA AND HOUSING AUTHORITY OF THURSTON COUNTY FOR 204 LILLY ROAD NE,  
OLYMPIA WASHINGTON**

**WHEREAS**, Olympia Municipal Code Section (OMC) 15.04.060 allows for certain exemptions for payment of impact fees; and

**WHEREAS**, OMC 15.04.060(C) permits exemption of impact fees for any form of low-income housing occupied by households whose income, when adjusted for size, is at or below eighty percent (80%) of the area median income, as annually adjusted by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, OMC 15.04.060(C) states that upon application by a property owner, a partial exemption of not more than eighty percent (80%) of park, transportation, and school impact fees, with no explicit requirement to pay the exempted portion of the fee from public funds, may be granted to a low-income housing development; and

**WHEREAS**, the Olympia Municipal Code requires that an applicant enter into a contract with the City approved by the City Council, under which the City agrees to grant the applicant a partial exemption of park, transportation, and school impact fees, so long as the property is used solely for low-income housing, and under which the applicant agrees to execute a form of restrictive covenant in favor of the City to be recorded with the Thurston County Auditor, which limits use of the property to low-income housing as provided in OMC 15.04.060(C) and as defined in OMC 15.04.060(F) and which further requires that the property owner or successor must pay applicable impact fees in effect at the time of any conversion of the property to a use other than for low income housing; and

**WHEREAS**, Housing Authority of Thurston County (Applicant) has applied to the City of Olympia for a partial exemption of not more than eighty percent (80%) of park, transportation, and school impact fees for its property located at 204 Lilly Rd. NE., also known as Olympia Crest III (the Property); and

**WHEREAS**, the North Thurston School District has agreed to Applicant's application for a partial exemption of not more than eighty percent (80%) of school impact fees due to Applicant's use of the property for low-income housing that meets the statutory requirements of the Olympia Municipal Code for households whose income adjusted for size is at or below eighty percent (80%) of the area median income, as annually adjusted by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the Director of Community Planning and Development, in consultation with the Directors of Parks, Arts and Recreation and Public Works Transportation, has granted Applicant's request for a partial exemption of parks, transportation, and school impact fees;

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

1. The Olympia City Council hereby approves the form of the Partial Impact Fee Exemption Agreement between the City of Olympia and Housing Authority of Thurston County for 204 Lilly Rd NE, 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 Partial Impact Fee Exemption Agreement and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.
3. The City Manager is authorized and directed to approve and accept the Restrictive Covenant required by OMC 15.04.060(F), which prohibits using the property for any purpose other than for low-income housing.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

**Mark Barber**  
CITY ATTORNEY

## **PARTIAL IMPACT FEE EXEMPTION AGREEMENT**

**THIS AGREEMENT** is entered into by and between HOUSING AUTHORITY OF THURSTON COUNTY, a public body corporate and politic of the state of Washington, hereinafter referred to as the “Applicant” and the CITY OF OLYMPIA, a Washington municipal corporation, hereinafter referred to as the “City” and jointly referred to as “the Parties.” This Agreement shall become effective following execution by all the Parties and recording of this Agreement with the Auditor of Thurston County.

### **RECITALS**

**WHEREAS**, Olympia Municipal Code Section (OMC) 15.04.060 allows for certain exemptions for payment of impact fees; and

**WHEREAS**, OMC 15.04.060(C) permits exemption of impact fees for any form of low-income housing occupied by households whose income, when adjusted for size, is at or below eighty percent (80%) of the area median income, as annually adjusted by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, OMC 15.04.060(C) states that upon application by a property owner, a partial exemption of not more than eighty percent (80%) of park, transportation, and school impact fees, with no explicit requirement to pay the exempted portion of the fee from public funds, may be granted to a low-income housing development; and

**WHEREAS**, the Olympia Municipal Code requires that an applicant enter into a contract with the City approved by the City Council, under which the City agrees to grant the applicant a partial exemption of park, transportation, and school impact fees, so long as the property is used solely for low-income housing, and under which the applicant agrees to execute a form of restrictive covenant in favor of the City to be recorded with the Thurston County Auditor, which limits use of the property to low-income housing as provided in OMC 15.04.060(C) and as defined in OMC 15.04.060(F) and which further requires that the property owner or successor must pay applicable impact fees in effect at the time of any conversion of the property to a use other than for low income housing; and

**WHEREAS**, Housing Authority of Thurston County (Applicant) has applied to the City of Olympia for a partial exemption of not more than eighty percent (80%) of park, transportation, and school impact fees for its property located at 204 Lilly Rd. NE., also known as Olympia Crest III (the Property); and

**WHEREAS**, the North Thurston School District has agreed to Applicant’s application for a partial exemption of not more than eighty percent (80%) of school impact fees due to Applicant’s use of the property for low-income housing that meets the statutory requirements of the Olympia Municipal Code for households whose income adjusted for size is at or below eighty percent (80%) of the area median income, as annually adjusted by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the Director of Community Planning and Development, in consultation with the Directors of Parks, Arts and Recreation and Public Works Transportation, has granted Applicant’s request for a partial exemption of parks, transportation, and school impact fees;

## **AGREEMENT**

The legal description for the real property and appurtenances to which this Partial Impact Fee Exemption Agreement applies is as follows (hereinafter “the Property”):

Parcel B of Boundary Line Adjustment No. BLA-08-0048OL, as Recorded May 13, 2008, under Auditor’s File No. 4010068, in Thurston County, Washington.

For consideration mutually exchanged, the Parties agree to the following covenants, terms, and conditions:

1. The Recitals set forth above are hereby incorporated and made part of this Partial Impact Fee Exemption Agreement as if fully set forth herein.
2. The Property shall be used by Applicant for low-income housing occupied by households whose income when adjusted for size is at or below eighty percent (80%) of the area median income, as annually adjusted by the U.S. Department of Housing and Urban Development as provided in OMC 15.04.060(C), and as defined in OMC 15.04.060(D)(5).
3. In consideration for using the Property for low-income housing as provided in OMC 15.04.060(C), and as defined in OMC 15.04.020(Y), the City grants Applicant a partial exemption from payment of park, transportation, and school impact fees of eighty percent (80%), as provided in OMC 15.04.060(C), so long as the Property is used solely for low-income housing as provided in OMC 15.04.060(C).
4. In the event the Property is converted by Applicant or its successors or assigns to a use other than for low-income housing as provided in OMC 15.04.060(C), the Applicant or its successors or assigns shall pay the remaining eighty percent (80%) of applicable park, transportation, and school impact fees in effect at the time of any conversion. Upon payment to the City of the park, transportation, and school impact fees due in effect at time of any conversion, this Agreement shall terminate, and the City shall file a release of the Restrictive Covenant upon the Property with the Thurston County Auditor.
5. It is the express intent of the Applicant and the City that the provisions of this Agreement and the Restrictive Covenant to be filed upon title to the Property shall be deemed to run with the land and shall pass to and be binding upon Applicant’s successors in title, including any subsequent purchaser, grantee, owner, assignee, trustee, trustor, or lessee of any portion of the Property and appurtenances and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner, assignee, trustee, trustor, or lessee of any portion of the Property and any other person or entity having any right, title or interest therein. The terms of this Agreement may be enforced by injunctive relief or other remedies at law.
6. The City agrees to grant Applicant a partial exemption of park, transportation, and school impact fees equal to eighty percent (80%) as provided in OMC 15.04.060(C), so long as the Property is used solely for low-income housing as provided in OMC 15.04.060(C) and OMC 15.04.060(F).
7. The Applicant shall execute a Restrictive Covenant in favor of the City, which shall be recorded upon title to the Property, which limits its use to low-income housing as provided in OMC 15.04.060(A)(10) and as defined in OMC 15.04.060(F). The Restrictive Covenant shall be recorded with the Thurston County Auditor.

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

9. Jurisdiction and venue for any dispute related to this Agreement shall be in Thurston County Superior Court for the State of Washington.

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

11. This Agreement shall in all respects be governed by the laws of the State of Washington.

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

13. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.

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

IN WITNESS WHEREOF, the parties hereto are authorized to and have executed this Agreement as of the date indicated below.

**HOUSING AUTHORITY OF THURSTON COUNTY**

By: Craig Chance  
Craig Chance, Executive Director

Dated: 04/28/2023

**CITY OF OLYMPIA**

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

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

Mark Barber  
Mark Barber, City Attorney



## City Council

### Approval of a Resolution Authorizing Purchase of a Conservation Easement Owned by the Olympia Coalition for Ecosystem Preservation located near Cooper Point RD NW and 20th Ave NW

**Agenda Date:** 5/9/2023  
**Agenda Item Number:** 4.G  
**File Number:**23-0401

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

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#### Title

Approval of a Resolution Authorizing Purchase of a Conservation Easement Owned by the Olympia Coalition for Ecosystem Preservation located near Cooper Point RD NW and 20th Ave NW

#### Recommended Action

##### Committee Recommendation:

The Parks and Recreation Advisory Committee at their September 2022 meeting passed a motion recommending support for the City to purchase a conservation easement on the property adjacent to Cooper Crest Open Space Park owned by Olympia Coalition for Ecosystem Preservation (OCEP).

##### City Manager Recommendation:

Move to approve a Resolution authorizing purchase of a conservation easement owned by the Olympia Coalition for Ecosystem Preservation located near Cooper Point RD NW and 20th Ave NW.

#### Report

##### Issue:

Whether to approve a Resolution authorizing purchase of a conservation easement owned by the Olympia Coalition for Ecosystem Preservation located near Cooper Point RD NW and 20th Ave NW.

##### Staff Contact:

Paul Simmons, Director, Parks, Arts & Recreation, 360.753.8462

##### Presenter(s):

None - Consent Calendar Item.

##### Background and Analysis:

In 2013, the City acquired 13.37 acres of property to the east of the Cooper Crest subdivision for an open space park. The property contains steep slopes, a portion of a tributary to Green Cove Creek

and a short nature trail.

In the summer of 2022, property to the east of the park was logged and subsequently sold to Olympia Coalition for Ecosystem Preservation (OCEP). OCEP is a local, community-based urban conservation land trust. OCEP approached the City in August 2022 with a request for Olympia Parks, Arts and Recreation (OPARD) to purchase a conservation easement on the 17.4-acre property (Parcel 74202800000) that abuts the Cooper Crest Open Space Park. Funds from the conservation easement purchase will be used by OCEP to restore the forest and trails on the property. The property will be open to the public for trail use.

OPARD has a history of partnering with OCEP at the West Bay Woods site where both entities own abutting properties and work together on stewardship activities.

**Climate Analysis:**

The proposed conservation easement, in the long term, will restore a forest ecosystem and support carbon sequestration.

**Equity Analysis:**

The proposed conservation easement expands the amount of land and trail that is available for free public use in the community. The conservation easement also includes a provision to allow a small, trailhead parking area in the future, which would facilitate more people accessing the nature trail that do not live in close proximity to the park.

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

This property and its conservation are of particularly high importance to residents of the Cooper Crest neighborhood. OCEP is a community-based urban conservation land trust that has many local members who are interested in the restoration of this property.

**Financial Impact:**

Funding to purchase the conservation easement for \$229,956.00 would be paid for with park acquisition funds.

**Options:**

1. Approve purchase of the conservation easement.
2. Do not approve purchase of the conservation easement. Restoration activities at the property may take longer for OCEP to achieve.
3. Take other action.

**Attachments:**

Resolution  
Agreement  
Amendment



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
AUTHORIZING PURCHASE OF A CONSERVATION EASEMENT OVER AND UPON REAL  
PROPERTY OWNED BY THE OLYMPIA COALITION FOR ECOSYSTEM PRESERVATION, AND  
TO PURCHASE SAID EASEMENT FOR THE CITY OF OLYMPIA**

**WHEREAS**, the Olympia Coalition for Ecosystem Preservation (OCEP) is the owner of certain real property located in the City of Olympia, Thurston County, Washington, located near Cooper Point RD NW and 20<sup>th</sup> Ave NW, consisting of one parcel of land totaling approximately 17.40 acres, more or less, Tax Parcel No. 7420-28-00000 (the OCEP Conservation Property); and

**WHEREAS**, the City of Olympia (City) has determined that the OCEP Conservation Property is suitable for conservation for wildlife habitat, a wildlife corridor, and its natural, scenic, ecological, educational, scientific, open space and passive recreational purposes, and having recently been logged, for replanting as a forested area, including restoration of the forest to include a wide range of activities, including replanting trees, understory shrubs and herbaceous plants, including soil amendments and removing invasive, non-native plants, maintaining trails, creating interpretative signs and other restoration-related actions, all for the benefit of present and future generations of Olympia's residents; and

**WHEREAS**, to ensure the preservation of the OCEP Conservation Property in perpetuity as a forest for the benefit of Olympia's residents, City staff recommends the purchase of a Conservation Easement over the OCEP Conservation Property; and

**WHEREAS**, it is the intent of the City and OCEP that a forest be replanted upon the OCEP Conservation Property, and to provide that wildlife habitat, natural, scenic, ecological, open space, educational and scientific values of the Conservation Property (the "Conservation Values") be preserved and maintained in perpetuity for future generations of Olympia residents; and

**WHEREAS**, the City and OCEP have negotiated terms and conditions for the City's purchase of a Conservation Easement over the OCEP Conservation Property; and

**WHEREAS**, the Olympia City Council hereby accepts terms, among others, to purchase a Conservation Easement across and upon the OCEP Conservation Property for preservation of the parcel in perpetuity as a forest for compensation in the sum of Two Hundred Twenty-Nine Thousand and Nine Hundred and Fifty-Six Dollars and No/Cents (\$229,956.00) U.S.;

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

1. The Olympia City Council hereby accepts the terms and conditions negotiated with the Olympia Coalition for Ecosystem Preservation to purchase a Conservation Easement over the OCEP Conservation Property for the total sum of Two Hundred Twenty-Nine Thousand and Nine Hundred and Fifty-Six Dollars and No/Cents (\$229,956.00) U.S., payable at time of closing.

2. The City Manager is directed and authorized to execute all documents necessary for the City's purchase of the above-referenced Conservation Easement over the OCEP Conservation Property, and to purchase the same for the City of Olympia, and to make any minor amendments or modifications to said documents that are consistent with the intent of the authority conferred herein, including authority to correct any scrivener's errors in said documents.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

**Mark Barber**  
CITY ATTORNEY

## REAL ESTATE PURCHASE AND SALE AGREEMENT FOR A PERPETUAL CONSERVATION EASEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT FOR A PERPETUAL CONSERVATION EASEMENT ("Agreement") is made by and between OLYMPIA COALITION FOR ECOSYSTEMS PRESERVATION, a Washington nonprofit corporation ("Seller"), and the CITY OF OLYMPIA, a municipal corporation organized under the laws of the State of Washington ("Buyer"), and together with Seller, known as the "Parties". This Agreement shall not be effective until the Effective Date (as defined in Section 15.14 below).

### RECITALS

A. Seller is the owner of that certain real property located in the City of Olympia, Thurston County, Washington, consisting of one (1) parcel of land approximately totaling a combined 17.40 acres, more or less, and is legally described on Exhibit A (Legal Description) attached to this Agreement (also the "Property"). The Property is also commonly known and referred to hereafter as the "Conservation Property."

B. Buyer previously determined that the Conservation Property was suitable for conservation for wildlife habitat, a wildlife corridor, and its natural, scenic, ecological, educational, scientific, open space and passive recreational purposes, and having recently been logged, for replanting as a forested area, all for the benefit of present and future generations of Olympia's residents. Buyer thereafter sought to obtain a perpetual conservation easement from Seller by purchase of a Conservation Easement upon the Conservation Property for such purposes.

C. It is the intent of the Parties that a forest be replanted upon the Conservation Property, and to provide wildlife habitat, natural, scenic, ecological, open space, educational and scientific values of the Conservation Property (the "Conservation Values") be preserved and maintained in perpetuity. The Parties agree to be bound by the terms and conditions of a Conservation Easement upon the Conservation Property to be purchased by Buyer and as described in Exhibit C.

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

### AGREEMENT

**1. Conservation Property.** Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following:

1.1 Grant Deed of Conservation Easement. A Conservation Easement upon Seller's real property consisting of land approximately totaling a combined 17.40 acres, more or less, constituting the Conservation Property legally described on **Exhibit A** to this Agreement and generally shown on a sketch attached as **Exhibit B** to this Agreement.

1.2 Purpose. Buyer's purchase of a Conservation Easement upon Seller's real property is to replant a forest, and to preserve, protect, and maintain the Conservation Property as a natural forest in perpetuity.

2. **Escrow.** Within three (3) business days of the Effective Date of this Agreement, the Parties shall open an escrow account for the transaction contemplated by this Agreement with Thurston County Title Company at 105 East 8<sup>th</sup> Avenue, Olympia, Washington 98501 (in such capacity, "Escrow Company"). Escrow Company will serve as escrow agent for Closing of this Agreement ("Escrow Agent"). The Parties shall deliver a fully executed copy of this Agreement to Escrow Agent, along with a copy of Buyer's resolution authorizing Buyer's purchase of the Conservation Easement granted by Seller under this Agreement.

3. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Conservation Easement upon Seller's Property (the "Purchase Price") is TWO HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED AND FIFTY-SIX DOLLARS and NO CENTS (\$229,956.00) U.S. The funds shall be used for forest restoration as provided in Paragraph 7 below and as shown on **Exhibit D** attached hereto.

4. **Payment of Purchase Price.** On the Closing Date, Buyer shall deposit with Escrow Company the sum of TWO HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED AND FIFTY-SIX DOLLARS and NO CENTS (\$229,956.00) U.S.

5. **Closing Date.** The closing of the purchase and sale of the Conservation Easement upon the Conservation Property under this Agreement (the "Closing") shall be held at or through the offices of the Escrow Company on a date that is mutually acceptable to the Parties after the Effective Date of this Agreement and on or before April 28, 2023 (the "Closing Date") or a time mutually agreed upon in writing by the Parties. Closing shall occur when the Grant Deed of Conservation Easement (as described in **Exhibit C**) to Buyer is recorded, and the Purchase Price set forth in Section 3 has been delivered to the Escrow Company for delivery to Seller.

6. **Title and Survey Matters.**

6.1 Title Binder. The Buyer may order a title report describing the Conservation Property and showing all title matters of record pertaining to the Conservation Property. Such report shall set forth conditions or exceptions to title to the Conservation Property. Nothing herein shall be construed as imposing any cost obligation upon Seller.

6.2 Title Review. Within seven (7) business days after Buyer's receipt of the title report ("Title Review Period"), Buyer shall notify Seller what exceptions to title, if any, are unacceptable. If no title matters appear in the title report that are unacceptable to Buyer, then the Parties shall proceed to Closing as set forth in this Agreement. If any title

matters appear and Buyer objects to any of the same during the Title Review Period, then Seller shall have seven (7) business days after receiving Buyer's objection notice to notify Buyer if Seller will remove any of the exceptions objected to prior to the Closing Date or if Seller elects not to remove such objected to exceptions. Failure of Seller to timely respond shall be deemed an election not to cure or remove such objected to exceptions. If Seller elects not to remove any exceptions objected to, or is deemed to have elected not to remove any exceptions, or if Seller agrees to remove any objected to exceptions and fails to remove the same from title prior to Closing, and Buyer is unwilling to take title subject thereto, then Buyer shall notify Seller thereof before Closing and this Agreement shall terminate. In the event of termination under this paragraph, the Agreement will terminate in full, Buyer shall be entitled to a return of its funds and neither Seller nor Buyer shall thereafter have any further liability or obligation under this Agreement. Seller shall not be required to incur any expense in order to render its title marketable or to remove any matter disapproved by Buyer; provided that, Seller shall not refuse to remove any disapproved item that involves only payment of a monetary obligation of Seller secured by a lien or other encumbrance on the Conservation Property.

## **7. Conditions to Buyer's Obligations.**

7.1 Closing Conditions. Buyer's obligation to purchase a Conservation Easement upon the Conservation Property shall also be subject to the following conditions that must be satisfied as of Closing:

(i) All representations and warranties of Seller contained in this Agreement shall be true, accurate and complete as of the Effective Date and the Closing Date;

(ii) Seller shall have performed all obligations to be performed by it under this Agreement on or before the Closing Date (or, if earlier, on or before any other date set forth in this Agreement for such performance);

(iii) At Closing, title to the Property shall be in the condition required by Section 6 of this Agreement;

(iv) Purchase of the Conservation Easement by Buyer is contingent upon Seller covenanting that: (1) the Conservation Easement funds specified in Section 3 above can be used only for restoration of the forest on the Conservation Property by replanting trees on the Conservation Property; (2) that Seller shall construct or reconstruct a trail or path that formerly crossed the Conservation Property from adjacent property owned by the City of Olympia and managed by the Olympia Parks, Arts, and Recreation Department, and to connect said trail or path with a new trail or path to be constructed by Seller that transverses the entire length of the Conservation Property from 20<sup>th</sup> Avenue NW to Cooper Point Road; and (3) that Seller shall set aside an area on the Conservation Property for future vehicular parking, with room for a minimum of ten (10) motor vehicles, off 20<sup>th</sup> Avenue NW to accommodate visitors to the trail or path and the natural area for recreation and educational purposes. These three additional conditions and covenants by Seller shall be made part of the

Grant Deed of Conservation Easement granted by Seller to Buyer (**Exhibit C**). Buyer may enforce these covenants and conditions, together with others contained within the Grant Deed of Conservation Easement, by law or equity, including specific performance by Seller, through an action filed in Thurston County Superior Court for the State of Washington. These covenants and other terms of this Agreement shall survive Closing of this Agreement.

If the conditions set forth in this Section 7.1 are not satisfied as of the Closing Date and Buyer does not waive the same, Buyer or Seller may terminate this Agreement by written notice given to the other Party, and thereafter neither Buyer nor Seller shall have any further liability one to the other under this Agreement, and, except as provided otherwise in this Agreement, Buyer shall be entitled to receive a return of its funds deposited with Escrow Company.

## **8. Representations.**

8.1 By Seller. Seller represents and warrants the following to Buyer: (a) Seller is the record title owner of the Conservation Property; and (b) Seller has all necessary power and authority to enter into this Agreement.

8.2 By Buyer. Buyer represents and warrants the following to Seller: (a) Buyer is a municipal corporation organized under the laws of the State of Washington; (b) the person executing this Agreement below has the necessary power and authority to enter into this Agreement and to bind Buyer; (c) prior to executing this Agreement, this Agreement was approved by all necessary action of the Olympia City Council and all other actions have been taken as may be required under any laws applicable to the City's power and authority to carry out its obligations under this Agreement; and (d) this Agreement constitutes the legal, valid, binding and enforceable obligation of Buyer. If any of Buyer's representations or warranties are not true and complete as of the Effective Date and again at Closing, Seller shall have the right to terminate this Agreement.

**9. Seller Provision of Further Information.** From the Effective Date to the Closing Date, Seller will notify Buyer of any event of which Seller becomes aware materially affecting the Property or any part thereof immediately upon learning of the occurrence of any such event.

## **10. Further Closing Procedures.**

10.1 Time and Place. Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Section 5 of this Agreement above.

10.2 Documents to be Delivered by Seller. For and in consideration of, and as a condition precedent to the payment to Seller of the Purchase Price for a Conservation

Easement, Seller shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) A grant deed of Conservation Easement ("Conservation Easement"), substantially in the form attached as **Exhibit C**, conveying to Buyer a Conservation Easement to the Conservation Property, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions, unacceptable to Buyer.

(ii) Such evidence as the Title Company or Escrow Company shall require as to authority of Seller to convey the Conservation Easement for the Conservation Property to Buyer.

10.3 Delivery by Buyer. Buyer shall deliver the Purchase Price to Seller at Closing.

**11. Payment of Costs.** Seller and Buyer shall pay their own respective costs incurred with regard to the consummation of the purchase and sale of the Conservation Easement upon the Conservation Property including, without limitation, attorneys' fees. Notwithstanding the foregoing, Buyer shall pay the premium or fees for any Title Policy or title reports issued by Title Company to Buyer, the fee to record the Grant Deed of Conservation Easement, and one-half of the escrow fee. Seller shall pay one-half of the escrow fee and any real estate excise tax that may be due upon the sale of the Conservation Easement for the Conservation Property.

**12. Monetary Liens.** Seller shall pay or cause to be satisfied at or prior to Closing all recorded monetary liens on or with respect to all or any portion of the Conservation Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements.

**13. Possession.** Possession and use of the Conservation Easement upon the Conservation Property shall be delivered to Buyer at Closing.

**14. Default.**

14.1 By Buyer. If Buyer defaults under any material provision of this Agreement and does not cure such material default after ten (10) business days' notice and opportunity to cure is given by Seller, Seller may terminate this Agreement by notice given to Buyer.

14.2 By Seller. If Seller defaults under any material provision of this Agreement and does not cure such material default after ten (10) business days' notice and opportunity to cure is given by Buyer, then Buyer may terminate this Agreement by notice given to Seller.

## **15. Miscellaneous.**

15.1 Applicable Law. This Agreement shall in all respects, be governed by the laws of the State of Washington. Venue for any lawsuits concerning this Agreement shall be in Thurston County Superior Court for the State of Washington.

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

15.3 Modification or Amendment, Waivers. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both of the Parties. Except as otherwise expressly set forth in this Section, this Agreement may only be amended, modified, or changed by a written document properly executed by Seller and Buyer. Such amendment may be transmitted by e-mail, facsimile, DocuSign, or other method permitted by the provisions for giving notice in this Agreement. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

15.4 Successors and Assigns. All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective heirs, legal representatives, successors and permitted assigns. Buyer shall not be permitted to assign this Agreement, or any part hereof, to any other party.

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

15.6 Attorneys' Fees. Should either Party bring suit to enforce or interpret this Agreement, the prevailing Party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

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

15.8 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby; and each such



remainder term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15.9 Survival. The covenants, agreements, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Grant Deed of Conservation Easement or the recordation of the Grant Deed of Conservation Easement.

15.10 Finders' or Brokers' Fees. Seller and Buyer each hereby represent and warrant to the other that no broker, agent or finders' fees or commissions, or other similar fees, are due or arising in connection with any of the transactions contemplated by this Agreement. Seller and Buyer each hereby agree to indemnify, defend and hold the other harmless from and against any loss, liability, damage, cost, damage, claim or expense, including interest, penalties and reasonable attorneys' fees, the other Party shall incur or suffer because of any claim by a broker, agent, or finder claiming by, through, or under such indemnifying Party, whether or not such claim is meritorious, for any compensation with respect to the entering into of this Agreement, the sale and purchase of the Property, or the consummation of the transactions contemplated herein.

15.11 Time. Time is of the essence of every provision of this Agreement. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

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

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

15.14 Effective Date. The term "date of this Agreement" or "date hereof" or "Effective Date", as used in this Agreement, shall mean the later of the following dates: (1) the date of Buyer's signature on this Agreement; or (2) the date of Seller's signature on this Agreement.

15.15 Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, “Notices”) shall be in writing and shall be validly given or made to another party if delivered either personally or by FedEx or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by FedEx or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given seven (7) days after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Seller: Olympia Coalition for Ecosystems Preservation  
Attn: Daniel Einstein  
1007 Rogers Street NW  
Olympia, WA 98502  
Email: [daniel@olyecosystems.org](mailto:daniel@olyecosystems.org)

With copy via email to: Tanya Barnett  
Cascadia Law Group PLLC  
606 Columbia Street NW, Suite 212  
Olympia, WA 98501  
Email: [tbarnett@cascadialaw.com](mailto:tbarnett@cascadialaw.com)

To Buyer: Steven J. Burney, City Manager  
City of Olympia  
601 4<sup>th</sup> Ave E  
P.O. Box 1967  
Olympia, WA 98507-1967  
Email: [jburney@ci.olympia.wa.us](mailto:jburney@ci.olympia.wa.us)

With copies to: Mark Barber, City Attorney  
City of Olympia  
601 4<sup>th</sup> Ave E  
P.O. Box 1967  
Olympia, WA 98507-1967  
E-mail: [mbarber@ci.olympia.wa.us](mailto:mbarber@ci.olympia.wa.us)

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

**SELLER:**

**OLYMPIA COALITION FOR ECOSYSTEMS  
PRESERVATION**, a Washington nonprofit  
corporation

Sarah Hamman  
Sarah Hamman, President

Date: 03/30/2023

**BUYER:**

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

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

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

APPROVED AS TO FORM:

Mark Barber  
Mark Barber, City Attorney

## **EXHIBIT A**

### **Legal Description**

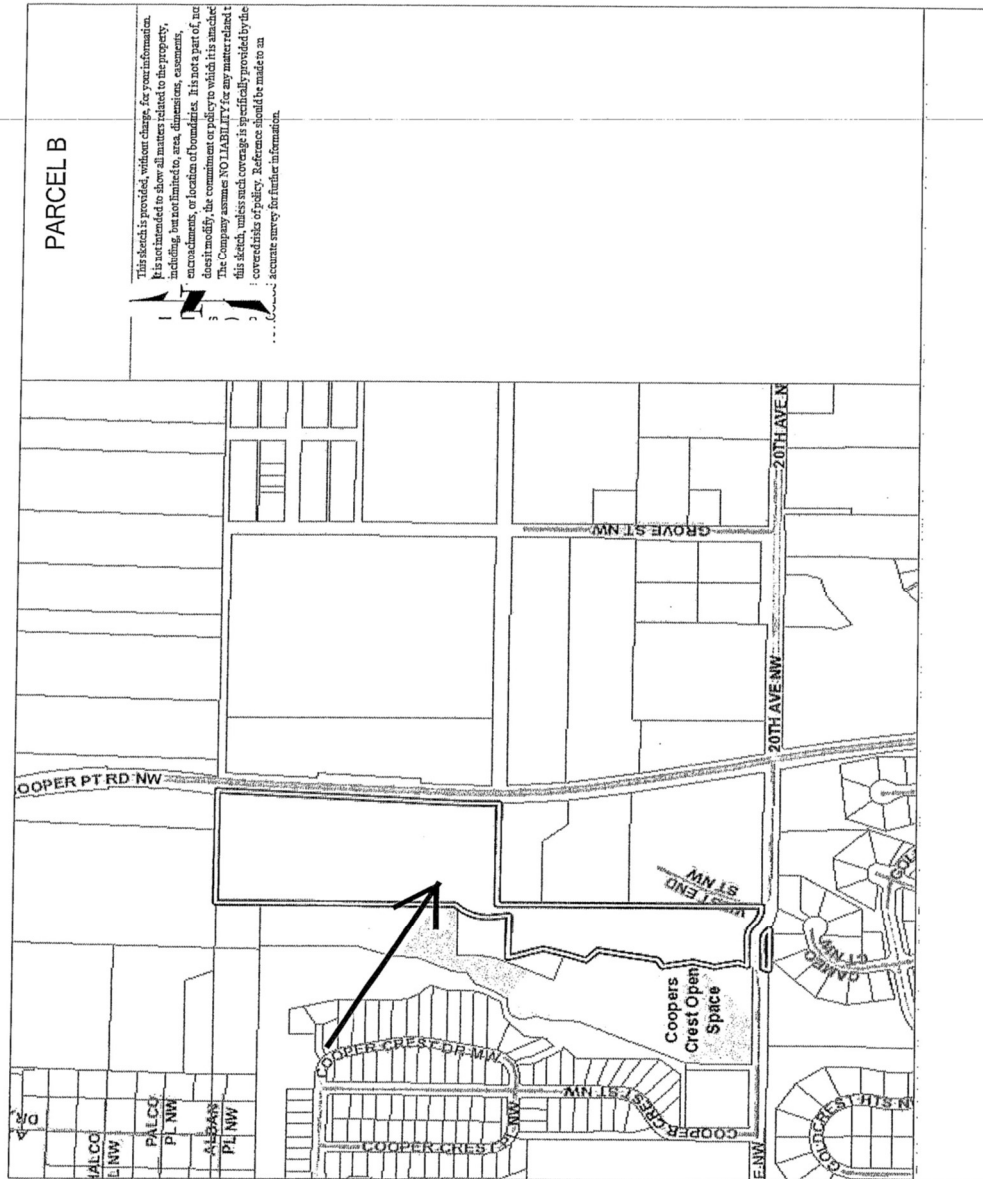
PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA-5925, AS RECORDED DECEMBER 9, 1996 UNDER AUDITOR'S FILE NOS. 3065486 AND 3065487, AND AMENDED UNDER AUDITOR'S FILE NOS. 3136303, 3138590, 3158582, EXCEPT THAT PORTION CONVEYED TO THE CITY OF OLYMPIA BY DEED RECORDED UNDER AUDITOR'S FILE NO. 3543305.

IN THURSTON COUNTY, WASHINGTON.

SUBJECT TO EXCEPTIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND AGREEMENTS OF RECORD.

## EXHIBIT B

### Site Map



## **EXHIBIT C**

### **Form of Grant Deed of Conservation Easement**

**AFTER RECORDING MAIL TO:**

**When Recorded Return To:**

Legal Department  
City of Olympia  
P.O. Box 1967  
Olympia, WA 98507

**Document Title(s)** (or transactions contained therein):

Grant Deed of Conservation Easement

**Reference Number(s) of Documents assigned or released:**

N/A

**Grantor(s)** (Last name first, then first name and initials):

Olympia Coalition for Ecosystems Preservation, a Washington nonprofit corporation

**Grantee(s)** (Last name first, then first name and initials):

City of Olympia, a Washington municipal corporation

**Legal description:**

PARCEL B OF BLA-5925

☒ Full legal description is on page(s) Exhibit A of document.

**Assessor's Property Tax Parcel/Account Numbers:**

7420-28-00000

Grantor: Olympia Coalition for Ecosystems Preservation, a Washington nonprofit corporation  
Grantee: City of Olympia, Washington, a municipal corporation  
Abbreviated  
Legal Description: PARCEL B OF BLA-5925

## **GRANT DEED OF CONSERVATION EASEMENT**

THIS GRANT DEED OF CONSERVATION EASEMENT by and between the Olympia Coalition for Ecosystems Preservation, a Washington nonprofit corporation (hereinafter “Grantor”), and the City of Olympia, a Washington municipal corporation (hereinafter “Grantee”), is made with reference to the following facts:

### **I. Recitals**

A. Grantor is sole owner in fee simple of the Conservation Property that is the subject of the Conservation Easement, more particularly described in “**Exhibit A**” (Legal Description of Property Subject to Easement) and shown on “**Exhibit B**” (Site Map), consisting of 17.40 acres, more or less, in the City of Olympia, Thurston County, Washington (hereinafter, “**Conservation Property**”).

B. Grantor is a Washington tax-exempt nonprofit organization, qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and a nonprofit nature conservancy corporation, qualified under RCW 64.04.130 and RCW 84.34.250, whose primary purpose is to protect, preserve and restore the diverse ecosystems of Olympia, Washington that include upland forests and to work to “ensure that these ecosystems remain vital in perpetuity.”

C. The Grantor and Grantee have agreed to a purchase price for the Conservation Easement covering the Conservation Property in the sum of TWO HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED AND FIFTY-SIX DOLLARS and NO CENTS (\$229,956.00) U.S.

D. Grantor and Grantee intend that the forest restoration, wildlife habitat, natural, scenic, ecological, open space, and educational values of the Conservation Property (the “Conservation Values”) be preserved and maintained in perpetuity. Grantor and Grantee agree to be bound by the terms and conditions of this Conservation Easement.

E. This Conservation Easement consists of lands to be reforested within the City of Olympia. This Conservation Easement will enhance and protect the Conservation Property.

Reforestation will provide important habitat for wildlife species. This Conservation Easement will ensure that the Conservation Property will be retained forever predominantly as a forest in its natural condition, and to prevent any use of the Conservation Property that will impair or interfere with the Conservation Values.

F. Reforestation and preservation of the Conservation Property as an undeveloped forest and providing for conveyance of all future development rights, except as reserved in Section V below, to Grantee, in perpetuity, is important to the Grantor and the Grantee.

## **II. Conveyance and Consideration**

A. For the reasons stated above and in consideration of the mutual covenants contained herein and the payment to the Grantor of the sum of TWO HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED AND FIFTY-SIX DOLLARS and NO CENTS (\$229,956.00) U.S. by the Grantee, in hand paid, the Grantor hereby bargains, sells, and conveys to the Grantee, and its assigns, a perpetual Conservation Easement over the Conservation Property, consisting of the rights in the Conservation Property herein enumerated, subject to the restrictions set forth herein.

B. This conveyance is an interest in real property and is made as an absolute, unconditional, unqualified, and complete conveyance subject to the mutual covenants and restrictions set forth herein.

C. This Conservation Easement deed shall be recorded with the Auditor in Thurston County, Washington.

## **III. Purpose**

A. The purpose of this Conservation Easement is to reforest, preserve, protect, and maintain the Conservation Property as a natural forest in perpetuity.

B. Grantor and Grantee intend and hereby agree that the Conservation Property shall not be converted or directed to any uses other than those provided herein.

## **IV. Grantee's Rights**

A. The rights conveyed to the Grantee by this Conservation Easement are the following:

1. To preserve and protect the reforested property, in perpetuity, those natural elements that enhance the natural, functional value of the Conservation Property as a natural forest habitat for wildlife and to permit members of the public to use designated trails for



educational, scientific, or recreational use as is consistent with protection of the Conservation Property;

2. To prevent activities from occurring within the Conservation Property inconsistent with the purposes of this Conservation Easement;

3. Upon forty-eight (48) hours' advance notice to the Grantor, the Grantee or Grantee's representative may perform such activities on the Conservation Property as the Grantee determines are necessary or convenient to carry out the rights granted by this Conservation Easement, including the right to monitor the uses and activities on the Conservation Property to determine whether they are consistent with this Conservation Easement and the right to enter and perform activities that will promote the purposes of this Conservation Easement as stated in Section III, where the Grantee has determined such activity is appropriate pursuant to the purposes set forth in Section III; and

4. Upon forty-eight (48) hours' advance notice to the Grantor, to enter upon the Conservation Property in a manner that does not unreasonably disturb the use of the Conservation Property by the Grantor and where appropriate allow other persons to enter the Conservation Property to (1) perform or enforce the rights herein granted and to determine that the Conservation Property is being used in compliance with the terms of the Conservation Easement, and (2) to observe and study the Conservation Property for educational and scientific purposes or for other purposes consistent with the purposes of this Conservation Easement. The Grantee shall also have the right of immediate entry to the Conservation Property if, in its sole judgment, such entry is necessary to prevent damage to or the destruction of the Conservation Values, provided that notification is given to Grantor within seventy-two (72) hours after entry.

B. Grantor relinquishes and conveys its rights of development in the Conservation Property to Grantee, except as expressly reserved herein to Grantor.

C. Unless specifically provided, nothing herein shall be construed as affording the public any interest in any portion of the Conservation Property subject to this Conservation Easement.

D. The Grantee's enforcement of the terms and conditions of this Conservation Easement shall be at the discretion of the Grantee, subject to Section VII, below. Any forbearance to exercise its rights hereunder in the event of any breach of this Conservation Easement by the Grantor, its successors or assigns, or any other person or entity, shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent breach.

## **V. Reserved Rights, Uses, and Activities Subject to the Easement**

Grantor reserves all rights as beneficial owner of the Conservation Property including the right to engage in or permit or invite others to engage in all uses of the Conservation Property which are not prohibited herein and which are consistent with the purposes of this Conservation Easement. So long as the Grantor's uses are not prohibited and are consistent with the purposes of this Conservation Easement, and without limiting the foregoing reserved rights, the Grantee agrees that the following uses are included within the Grantor's reserved rights and are permitted and allowed:

- A. To restore, reforest, and maintain the Conservation Property, including the removal of invasive species, establishment, re-establishment, and maintenance of native plants, trees, and understory.
- B. To protect, manage, and regulate the harvesting of minor forest products including but not limited to brush, grasses, firewood, and mushrooms on the Conservation Property according to applicable state and federal law;
- C. To engage in, and allow others to engage in, recreational or educational activities on the Conservation Property. Recreational activities may include, but are not limited to, passive recreation, walking trails, picnicking, and hiking. Grantor, upon thirty (30) days' notice to Grantee, may create trails for recreational or educational activities;
- D. To build one (1) picnic shelter and one (1) low-impact restroom facility. A low-impact restroom may include a composting toilet or a facility that is self-contained and routinely pumped out for management of sewage off-site, as permitted by municipal code, regulations, ordinances, or county health department regulations;
- E. To remove from the Conservation Property wind-thrown, fallen, dangerous or diseased trees or vegetation posing a threat to public safety or threaten the health of the resources on the Conservation Property or the properties adjoining the Conservation Property, together with invasive trees, plants, bushes, shrubbery, or other vegetation as now exists or may come to exist in the future;
- F. To construct, re-construct, and maintain rain gardens, following the best practices, as outlined in the Rain Garden Handbook of Western Washington: A Guide for Design, Installation, and Maintenance (ECOLOGY PUB. NO. 13-10-027) (June 2013), including any future updates or revisions thereto;
- G. To retain any and all tax or density credits or benefits from or attributable to the Conservation Property which may be available under state, federal or local law, ordinances, rules or regulations for the development of Grantor's properties.

## **VI. Prohibited and Inconsistent Uses**

The following uses and practices within the Conservation Property are prohibited:

- A. To thin or harvest timber, or to remove any trees, whether standing or on the ground, with the exceptions set forth in Section V above.
- B. To change, disturb, alter, or impair the Conservation Property except as provided in Section V above.
- C. To exceed a total of two (2) percent of the total surface area of the Conservation Property with impervious surfaces, except with the prior written approval of the Grantee. An impervious surface means any hard surface areas that either prevent or retard the entry of water into the soil mantle as under natural condition before development or that cause water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions before development. Including, but not limited to, paved and graveled roads, or other surfaces that similarly impede the natural infiltration of surface and storm water.
- D. To store, dump, or otherwise dispose of toxic and/or hazardous materials or refuse, animal carcasses, wildlife-attracting materials, or any other material which could reasonably be considered debris except as authorized in Section V above.
- E. To convert native vegetation to exotic species or the introduction of non-native plant species, farming, plowing, or any type of non-silvicultural cultivation.
- F. To introduce or release non-native animal species.
- G. To graze or pasture livestock.
- H. To construct or place any buildings, mobile homes, billboards, utility towers or other structures, except as authorized in Section V, or with the prior written approval of the Grantee.
- I. To apply biocides, herbicides, defoliants, chemical fertilizers, sewage sludge, or other chemicals, except with the prior written approval of the Grantee;.
- J. To change the topography of the Conservation Property by placing on it any soil, dredging spoils, land fill, or other material, or by extraction of minerals or hydrocarbons on or below the surface of the Conservation Property, except with the prior written approval of the Grantee.

K. To change the topography or surface hydrology or divert or cause the diversion of surface or underground water into, within or out of the Conservation Property, except as authorized in Section V above, without the prior written approval of the Grantee;

L. To cause, encourage or permit fire as a land management method or tool, other than those naturally caused.

M. To grant additional easements, rights-of-way, or other interests in the Conservation Property without the prior written authorization and consent of the Grantee.

N. To legally subdivide, record a subdivision plan, partition, or any other division of the Conservation Property into parcels.

O. Any use inconsistent with the purposes of this Conservation Easement as listed in Section III above.

## **VII. Approval/Remedies/Enforcement**

A. Where Sections V, VI, or this Section requires written approval from the Grantee, those requests shall be submitted in writing to the City of Olympia's Director of Parks, Arts, and Recreation. Before determining an activity is inconsistent with the terms of this Conservation Easement, the Grantee will consult with the Grantor. The Grantee's decision on whether to grant or deny such approval shall be final.

B. Where Sections require written approval from the Grantor or notice to the Grantor, those requests shall be submitted to the Board of Directors of the Olympia Coalition for Ecosystems Preservation.

C. If the Grantee or Grantor determines that there is a violation of the terms of this Conservation Easement or that a violation is threatened, such party shall give written notice to the other party of such violation and demand corrective action sufficient to cure the violation or threatened violation, and where the violation involved injury to the Conservation Property resulting from any use or activity inconsistent with this Conservation Easement, to restore, where possible, the portion of the Conservation Property so injured. In any instance, measures to cure the violation shall be reviewed and approved in advance, in writing, by the Grantee. If a party fails to cure a violation within sixty (60) business days after receipt of notice thereof from the party or, under circumstances where the violation cannot reasonably be cured within a sixty (60) business day period, fails to continue diligently to cure such violation until finally cured, the aggrieved party may bring an action at law or in equity in the Superior Court of Thurston County, Washington to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the

terms of this Conservation Easement or injury to any Conservation Values, including monetary damages, and where possible, to require restoration of the Conservation Property to the condition that existed prior to any such injury. Grantor and Grantee expressly consent to the jurisdiction of the Thurston County Superior Court for the purpose of adjudicating actions at law or in equity to enforce the terms of the Conservation Easement and to enjoin violations.

D. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against the Grantor or for the Grantor to bring any action against the Grantee for any injury to or change in the Conservation Property resulting from force majeure. Force Majeure, for the purposes of this Conservation Easement, is defined as any event arising from causes beyond the control of Grantor, or persons or entities acting on behalf of or at the direction of Grantor or the Grantee, such as but not limited to earthquake, volcanic eruption, fire, war, terrorism, or civil disturbance. Any force majeure event shall be reported to the parties' designated representatives, where possible as it is occurring, or within seventy-two (72) hours.

E. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement and which would render the provision valid, shall be favored over any interpretation that would render it invalid.

F. Grantee shall defend, indemnify and hold Grantor, its officers, officials, members, employees or volunteers harmless from any and all claims, injuries, damages, losses or lawsuits, including attorney's fees, legal expenses and litigation costs, arising from injury or death to persons or property, including claims, injuries, sickness, disease or death or damage to property, caused by or resulting from the negligent acts, errors, or omissions of Grantee or its agents, employees, officers, or officials in performance of this Conservation Easement, except for injuries and damages caused by the sole negligence of Grantor.

Grantor shall defend, indemnify and hold Grantee, its officers, officials, employees or volunteers harmless from any and all claims, injuries, damages, losses, or lawsuits, including attorney's fees, legal expenses and litigation costs, arising from injury or death to persons or property, including claims, injuries, sickness, disease or death, or damage to property, caused by or resulting from the negligent acts, errors, or omissions of Grantor or its agents, employees, members, officers, or officials with respect to the Conservation Property, except for injuries and damages caused by the sole negligence of Grantee.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantor and the Grantee, or their respective officers, officials, members, employees, or volunteers, the indemnitor's liability, including the duty and cost to defend hereunder, shall

be only to the extent of the indemnitor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantor's and Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Grantor and Grantee.

### **VIII. Succession, Covenants, Amendments, and Subsequent Transfers**

A. It is the express intent of the Grantor and Grantee that the provisions of this Conservation Easement shall run with and burden title to the Conservation Property in perpetuity and shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. In addition, the Grantor and Grantee further covenants and agrees that (1) the Conservation Easement funds specified in Paragraph 3 of the Real Estate Purchase and Sale Agreement shall be used only for restoration of the forest on the Conservation Property by replanting trees on the Conservation Property; (2) that Seller shall construct or reconstruct a trail or path that formerly crossed the Conservation Property from adjacent property owned by the City of Olympia and managed by the Olympia Parks, Arts, and Recreation Department, and to connect said trail or path with a new trail or path to be constructed by Grantor that transverses the entire length of the Conservation Property from 20<sup>th</sup> Avenue NW to Cooper Point Road; and (3) that Grantor shall set aside an area on the Conservation Property for future vehicular parking, with room for a minimum of ten (10) motor vehicles off 20<sup>th</sup> Avenue NW to accommodate visitors to the trail or path and the natural area for recreation, educational or scientific purposes. Grantee may enforce these covenants and conditions, together with others contained within the Grant Deed of Conservation Easement, by law or equity, including specific performance by Grantor, through an action filed in Thurston County Superior Court for the State of Washington.

B. The Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which any interest in any or a portion of the Conservation Property is transferred.

C. Grantor and Grantee recognize that rare and extraordinary circumstances could arise which warrant modification of certain provisions of the Conservation Easement. To this end, Grantor and Grantee have the right to agree to amend this Conservation Easement without prior notice to any other person or entity, subject to the following terms and conditions:

1. Grantee and Grantor must mutually agree the amendment enhances or does not materially detract from the purposes of the Conservation Easement;
2. No amendment shall affect the Conservation Easement's perpetual duration; and

3. Any such amendment shall be in writing, signed by both the Grantor and Grantee, and recorded with the Auditor in Thurston County, Washington.

IN WITNESS WHEREOF, the authorized representative of each party has duly executed this Conservation Easement as of the date stated below.

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

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

Steven J. Burney

Title: City Manager

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

**OLYMPIA COALITION FOR  
ECOSYSTEMS PRESERVATION**, a  
Washington nonprofit corporation

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

Sarah Hamman

Title: President

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

## **Acknowledgements**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

On the \_\_\_\_ day of \_\_\_\_\_ 2023, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven J. Burney, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

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

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, this instrument was acknowledged before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, by Sarah Hamman, as the President of the OLYMPIA COALITION FOR ECOSYSTEMS PRESERVATION, a Washington nonprofit corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Washington nonprofit corporation for the uses and purposes therein mentioned and on oath states that she is authorized to execute said instrument.

Signature \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 NOTARY PUBLIC in and for the State of  
 Washington, residing at \_\_\_\_\_  
 My appointment expires \_\_\_\_\_



## **Exhibit A**

### **Legal Description of Property Subject to Conservation Easement**

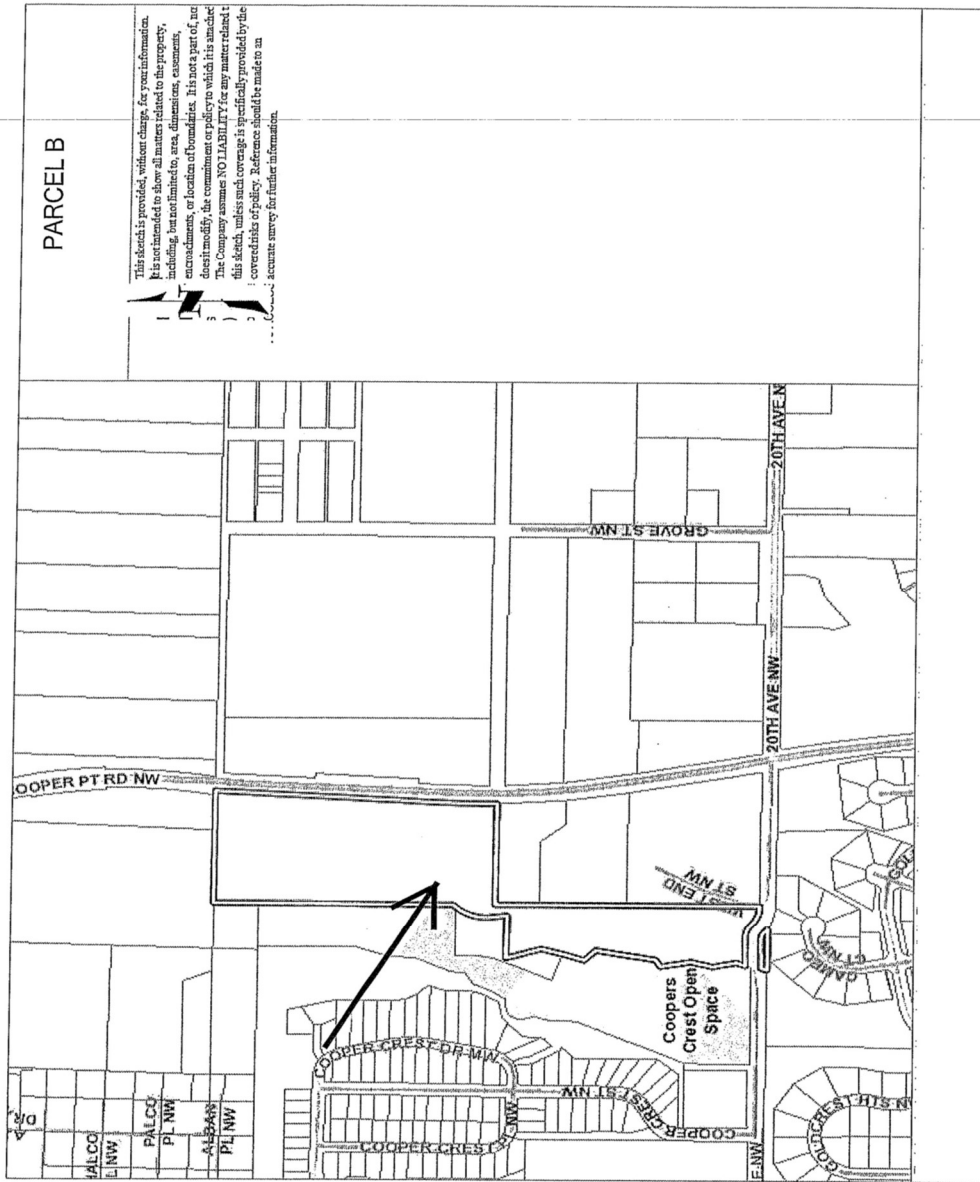
PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA-5925, AS RECORDED DECEMBER 9, 1996 UNDER AUDITOR'S FILE NOS. 3065486 AND 3065487, AND AMENDED UNDER AUDITOR'S FILE NOS. 3136303, 3138590, 3158582, EXCEPT THAT PORTION CONVEYED TO THE CITY OF OLYMPIA BY DEED RECORDED UNDER AUDITOR'S FILE NO. 3543305.

IN THURSTON COUNTY, WASHINGTON.

SUBJECT TO EXCEPTIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND AGREEMENTS OF RECORD.

## EXHIBIT B

### Site Map



**EXHIBIT D**  
**Forest Restoration Expenses**

<b>EXPENSE</b>	<b>TOTAL 2022</b>
Knotweed Treatment	\$1,094
Site Signage	\$1,546
DNR Tree order and planting	\$7,614
Project Management & Material Procurement	\$25,011
Paths and Waterbar Construction	\$31,220
Mulching and Spray Truck	\$11,040
City of Olympia Water for Spray Truck	\$263
Tubgridner and Water spray	\$18,379
Maruka Rental - 2 weeks	\$7,500
Streamline Earthworks - Phase II	\$14,000
Restore 1,000 LF of gravel trail to reconnect with existing	\$6,500
Shore Pine and Red Alder (500 each)	\$2,000
Tree protectors for Western Red Cedar - 4' including stakes	\$7,000
Wildflower Pollinator Mix at 12 lbs/acre for 15 acres	\$8,000
Wattles for erosion control	\$3,000
Blow in compost/mulch along 20th NW	\$25,000
Live stakes for slope and channel stabilization	\$1,500
Washington Conservation Corps time to install wattles, tree protectors, silt fence, live stakes and pollinator mix	\$19,840
Silt Fence 4' with wire reinforcement and metal "T" posts	\$1,500
Gravel	\$17,840
Removable Bollards for 20th Ave Access Control	\$6,000
Culvert and installation for swale	\$5,000
Shrubs and Understory plants for along 20th Ave NW	\$5,000
GPS Units for geotagging of seedlings	\$4,000
Drone GIS data acquisition	\$5,000
Biochar production	\$10,000
Deer Fencing	\$10,000
Two Work Study Students (SPSCC, St. Martins, or TESC)	\$2,118
<b>TOTAL 2022</b>	<b>\$256,965</b>

<b>PROJECTED EXPENSES</b>	<b>TOTAL 2023</b>
Spring Washington Conservation Corps maintenance	\$20,336
Two Work Study Students (SPSCC, St. Martins, or TESC)	\$10,752
Property Taxes (Nature Conservancy Land)	\$35
Knotweed Treatment	\$1,094
Site Signage	\$15,000
Drone GIS data	\$5,000
DNR Tree order and planting	\$3,800
Project Management & Material Procurement	\$8,000
Shore Pine and Red Alder (500 each)	\$750
Live stakes for slope and channel stabilization	\$500
Culvert or Bridget at Cooper Point Entrance	\$10,000
<b>TOTAL 2023</b>	<b>\$75,267</b>

<b>PROJECTED EXPENSES</b>	<b>TOTAL 2024</b>
Spring Washington Conservation Corps maintenance	\$20,844
Two Work Study Students (SPSCC, St. Martins, or TESC)	\$10,752
Property Taxes (Nature Conservancy Land)	\$35
Knotweed Treatment	\$1,094
Drone GIS data	\$5,000
DNR Tree order and planting	\$3,800
Project Management & Material Procurement	\$6,000
Shore Pine and Red Alder (500 each)	\$750
Live stakes for slope and channel stabilization	\$500
<b>TOTAL 2024</b>	<b>\$48,775</b>

<b>CUMULATIVE RESTORATION TOTAL 2022-2024</b>	<b>\$381,007</b>
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**AMENDMENT NO. 1  
TO  
REAL ESTATE PURCHASE AND SALE AGREEMENT  
FOR A PERPETUAL CONSERVATION EASEMENT**

This AMENDMENT NO. 1 to the Real Estate Purchase and Sale Agreement for a Perpetual Conservation Easement is made by and between the CITY OF OLYMPIA, a municipal corporation organized under the laws of the State of Washington (“Buyer”) and OLYMPIA COALITION FOR ECOSYSTEMS PRESERVATION (“Seller”), jointly referred to as “the Parties,” to modify and amend the Real Estate Purchase and Sale Agreement for a Perpetual Conservation Easement.

**1. Modification.** The Parties wish to amend the Real Estate Purchase and Sale Agreement for a Perpetual Conservation Easement (“Agreement”) pursuant to Paragraph 15.3 of the Agreement, as regards the Closing Date.

**2. Closing Date.** The Closing Date in Paragraph 5 of the Agreement between the Parties is hereby modified and amended to provide that Closing will occur on or before June 15, 2023. All other terms and conditions in Paragraph 5 remain unchanged.

**[The remainder of this page is left intentionally blank. Signatures follow on next page.]**

**SELLER:**

**OLYMPIA COALITION FOR ECOSYSTEMS  
PRESERVATION**, a Washington nonprofit corporation

By: Sarah Hamman  
Sarah Hamman, President

Date: 04/20/2023

**BUYER:**

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

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

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

Approved as to form:

Mark Barber  
Mark Barber, City Attorney



## City Council

### Approval of a Resolution Authorizing Subordination of City Right-of-Way to the State of Washington Department of Ecology for an Environmental Covenant

**Agenda Date:** 5/9/2023  
**Agenda Item Number:** 4.I  
**File Number:**23-0410

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

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#### Title

Approval of a Resolution Authorizing Subordination of City Right-of-Way to the State of Washington Department of Ecology for an Environmental Covenant

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee

##### City Manager Recommendation:

Move to approve a Resolution authorizing subordination of City Right-of-Way to the State of Washington Department of Ecology for an environmental covenant.

#### Report

##### Issue:

Whether to to approve a Resolution authorizing subordination of City Right-of-Way to the State of Washington Department of Ecology for an environmental covenant.

##### Staff Contact:

Mark Barber, City Attorney, 360.753.8338

##### Presenter(s):

None - Consent Calendar Item.

#### Background and Analysis:

The property located at 606 East Union Avenue in Olympia, commonly known as the Olympia Dry Cleaners Site (the Property), is the subject of a Consent Decree filed by Thurston County Superior Court in 2014. The Consent Decree provided for environmental remediation of the Property due to the release of contaminants by past dry cleaning facilities operating on the Property between 1970 and 2004, which can be harmful to human health and the environment.

A final Cleanup Action Plan for the Property was issued by the State of Washington Department of

Ecology (DOE) on October 29, 2014, which, amongst other things, requires that an environmental covenant be recorded for the affected site properties which prohibits activities that may result in the release of any contamination remaining on the site properties after cleanup.

Testing shows that contamination from the Property is into the City's right-of-way on Cherry Street (see attached map), at no fault by the City.

DOE has asked the City if it wishes to subordinate its interest in right-of-way to DOE under the Environmental (Restrictive) Covenants executed by the Estate of Kathrine Burleson, the current owner of the Property, and 1000 Cherry Street, LLC, the current owner of the adjacent property, for the principal effect of having to give DOE notice before doing any excavating at the contaminated site.

Public Works staff has determined there are no utilities in the affected area except for a City sewer line that runs down a section of Cherry Street.

**Climate Analysis:**

Tetrachloroethylene (PCE), trichloroethylene (TCE), and associated chlorinated volatile organic compounds in affected soil, groundwater, and surface water were found on the Property. These chemicals are known to be detrimental to the environment. Subordinating to the Environmental Covenants recorded for the affected site properties will assist in protecting the integrity of remedial actions conducted on the Property, therefore protecting the environment.

**Equity Analysis:**

All residents of and visitors to the City will benefit from the City's subordination of interest to the Environmental Covenants, as this action will assist in protecting human health from the release of hazardous substances remaining in the right-of-way.

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

Protecting human health and the environment from a release or threatened release of hazardous substances is an inherent interest to the community.

**Financial Impact:**

There is no financial impact to the City for subordination of the interest in right-of-way.

**Options:**

1. Approve the Resolution.
2. Direct staff to modify the Resolution.
3. Do not subordinate the City's interest in the Cherry Street right-of-way.

**Attachments:**

Resolution

Map



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS NECESSARY TO  
SUBORDINATE INTEREST IN RIGHT-OF-WAY TO THE STATE OF WASHINGTON,  
DEPARTMENT OF ECOLOGY FOR AN ENVIRONMENTAL COVENANT**

**WHEREAS**, the property located at 606 East Union Avenue in Olympia, commonly known as the Olympia Dry Cleaners Site (the Property), is the subject of a Consent Decree entered by the Thurston County Superior Court in the matter of *State of Washington, Department of Ecology v. The Estate of Katherine Burleson and GJG, LLC*, TSCS No. 14-2-02104-3 ; and

**WHEREAS**, the Consent Decree provided for environmental remediation of the Property due to the release of contaminants by past dry cleaning facilities operating on the Property between 1970 and 2004, which can be harmful to human health and the environment; and

**WHEREAS**, a final Cleanup Action Plan for the Property was issued by DOE on October 29, 2014, which, amongst other things, requires that an environmental covenant be recorded for the site properties which prohibits activities that may result in the release of any contamination remaining on a site after cleanup; and

**WHEREAS**, testing shows that contamination from the Property is into the City's right-of-way on Cherry Street, as legally described and shown on Exhibit A attached hereto; and

**WHEREAS**, DOE has asked the City if it wishes to subordinate its interest in right-of-way to DOE under the Environmental (Restrictive) Covenants executed by the Estate of Kathrine Burleson, the current owner of the Property, and 1000 Cherry Street, LLC, the current owner of the adjacent property, for the principal effect of having to give DOE notice before doing any excavating at the contaminated site; and

**WHEREAS**, Public Works staff has determined there are no utilities in the affected area except for a City sewer line that runs down a section of Cherry Street; and

**WHEREAS**, the documents attached hereto as Exhibit B relate to interests in real estate, said documents have gone through legal review, and have been approved in substantially final form;

**WHEREAS**, the Olympia City Council determines it to be in the best interests of the City of Olympia and its residents to subordinate its interest in the right-of-way as legally described and as shown on the attached Exhibit A in order to protect human health and the environment and the integrity of remedial actions conducted on the Property;

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

1. The Olympia City Council hereby approves the form of Subordination Agreements attached hereto as Exhibit B in substantially final form.

2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the attached form of Subordination Agreements in substantially the final form as presented in this Resolution, subject to the City Manager's authority and discretion to make any amendments or minor modifications as may be required and are consistent with the intent of the attached Subordination Agreements, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

**Mark Barber**

CITY ATTORNEY

## Cherry Street Right-of-Way Legal Description

That portion of Cherry Street SE lying northerly of Union Avenue and adjacent to Lot 8 of Block 40 of the Plat of Swan's Addition to the Town of Olympia, as recorded January 27, 1892 in Book 1 of Plats, Page 37, records of Thurston County, Washington.



## EXHIBIT B

After recording return to:

Legal Department  
City of Olympia  
P.O. Box 1967  
Olympia, WA 98507-1967

---

<b>Document Title:</b>	<b>Subordination Agreement</b>
<b>Grantor:</b>	<b>City of Olympia, a Washington municipal corporation</b>
<b>Grantee:</b>	<b>State of Washington, Department of Ecology</b>
<b>Abbreviated Legal Description:</b>	<b>Section 14 Township 18 Range 2W Quarter SW SE Plat SWANS ADDITION TO OLYMPIA BLK 40 LT 1 &amp; 2 Document 1/37 TOGW S 1/2 VAC ST ON N; TOGW LT 7 &amp; 8 BLK 37 AND 1/2 VAC ST ON S AND W, LESS</b>
<b>Assessor's Tax Parcel Numbers:</b>	<b>78204000100</b>

### SUBORDINATION AGREEMENT

KNOW ALL PERSONS, that the **City of Olympia**, a Washington municipal corporation, the owner and holder of that certain right-of-way legally described as follows:

PARCEL B:

LOTS 1 AND 2, BLOCK 40, SWAN'S ADDITION TO OLYMPIA, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 37, TOGETHER WITH THE SOUTH HALF OF VACATED STREET ADJOINING SAID LOTS ON THE NORTH; EXCEPT THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY.

IN THURSTON COUNTY, WASHINGTON.

does hereby agree that said interest in right-of-way shall be subordinate to the interest of the State of Washington, Department of Ecology, under the Environmental (Restrictive) Covenant dated \_\_\_\_\_, 20\_\_\_\_, executed by Helen Ann Washburn, Managing Member, 1000 Cherry Street, LLC, and recorded in Thurston County, Washington, under Auditor's File No. \_\_\_\_\_.  
\_\_\_\_\_.

CITY OF OLYMPIA,  
Grantor

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

\_\_\_\_\_  
Date

Mark Barber, City Attorney

On the \_\_\_\_ day of \_\_\_\_\_ 2023, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven J. Burney, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 NOTARY PUBLIC in and for the State of \_\_\_\_\_  
 \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My appointment expires: \_\_\_\_\_

After recording return to:

Legal Department  
City of Olympia  
P.O. Box 1967  
Olympia, WA 98507-1967

---

<b>Document Title:</b>	<b>Subordination Agreement</b>
<b>Grantor:</b>	<b>City of Olympia, a Washington municipal corporation</b>
<b>Grantee:</b>	<b>State of Washington, Department of Ecology</b>
<b>Abbreviated Legal Description:</b>	<b>SWAN'S ADDITION TO OLYMPIA LOT 8 BLK 40 1/37, SWAN'S ADDITION TO OLYMPIA LOT 7 BLK 40 1/37</b>
<b>Assessor's Tax Parcel Number:</b>	<b>78204000800, 78204000700</b>

### **SUBORDINATION AGREEMENT**

KNOW ALL PERSONS, that the **City of Olympia**, a Washington municipal corporation, the owner and holder of that certain right-of-way legal described as follows:

That portion of the Northwest Quarter of the Northeast Quarter of Section 23, Township 18 North, Range 2 West, W.M., being in the JM Swan Donation Land Claim No. 41 and the E Sylvester Donation Land Claim No. 47, more particularly described as follows:

That portion of Cherry Street SE lying northerly of Union Avenue and adjacent to Lot 8 of Block 40 of the Plat of Swan's Addition to the Town of Olympia, as recorded January 27, 1892 in Book 1 of Plats, Page 37, records of Thurston County, Washington.

does hereby agree that said interest in right-of-way shall be subordinate to the interest of the State of Washington, Department of Ecology, under the Environmental (Restrictive) Covenant dated \_\_\_\_\_, 20\_\_\_\_, executed by Steve Marshall, Co-Executor, Estate of Katherine Burleson, and recorded in Thurston County, Washington, under Auditor's File No. \_\_\_\_\_.

CITY OF OLYMPIA,  
Grantor

---

Steven J. Burney, City Manager

---

Date

Mark Barber, City Attorney

On the \_\_\_\_ day of \_\_\_\_\_ 2023, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven J. Burney, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 NOTARY PUBLIC in and for the State of \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My appointment expires: \_\_\_\_\_



1 inch = 100 feet





## City Council

### Approval of Zoning Code Text Amendments Related to Reasonable Use Exceptions

**Agenda Date:** 5/9/2023  
**Agenda Item Number:** 4.J  
**File Number:** 23-0316

---

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

---

#### **Title**

Approval of Zoning Code Text Amendments Related to Reasonable Use Exceptions

#### **Recommended Action**

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

The Land Use and Environment Committee and Planning Commission recommend moving to approve the amendments the Municipal Code related to Reasonable Use Exceptions.

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

Move to approve the amendments to the Municipal Code related to Reasonable Use Exceptions.

#### **Report**

##### **Issue:**

Whether to approve the amendments to the Municipal Code related to Reasonable Use Exceptions.

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

Nicole Floyd, Principal Planner, Community Planning and Development

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

Nicole Floyd, Principal Planner, Community Planning and Development, 360.570.3768

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

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

Sites that are encumbered by critical areas (environmental constraints such as wetlands) are regulated by the Critical Area Ordinance which is a science-based set of regulations that protect areas using buffers and other limitations on development. In some situations, the critical area regulations can eliminate any development potential of a property. In these rare situations, an owner can apply for a Reasonable Use Exception (RUE), to allow special exception from critical area buffers so that reasonable economic use of the property can be achieved. Prior to applying for a RUE, all code established buffer modifications must be exhausted and found unworkable. These exceptions are a last resort and only allow minimal development.

The RUE exception is in the code to address constitutional property rights. They are rarely applicable

but when used, the code language can be challenging to decipher because of ambiguous wording, particularly in relationship to groups of parcels in single ownership.

These amendments are proposed to clarify the RUE provisions, and ensure they adequately consider constitutional property rights. The amendments include re-wording/modification as follows:

- Improved differentiation between variance and RUE applicability.
- Change the consolidated ownership requirements by:
  - Modifying the applicable ownership date from 1985 to 2005, when these provisions in the City's critical areas code were updated. Use of this date is consistent with other similar provisions within the Municipal Code.
  - Reduce applicability of the ownership requirements to only those properties requesting buffer reductions of 75% or greater.
- Clarify language related to how an applicant would demonstrate their project is the minimum necessary to derive economic use.
- Allow for some RUE and associated variances to be approved by the Director rather than Hearing Examiner.

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

A small number of property owners within the City have expressed interested in this project as it would affect their approach to development of their property.

**Climate Analysis:**

The project is unlikely to appreciably affect greenhouse gas emissions as revisions would continue to allow development as well as critical area protections as contemplated in the Comprehensive Plan.

**Equity Analysis:**

This proposal primarily affects those community members who typically own multiple properties. Demographically these are relatively affluent white middle to late aged people. The proposed amendments are unlikely to have meaningful impact on issues related to equity. Costs associated with development of these properties often outweighs financial benefits.

**Financial Impact:**

None, processing of these amendments is covered by the department's annual budget.

**Options:**

1. Adopt the draft amendments as proposed.
2. Adopt the draft amendments with revisions.
3. Deny the draft amendments.

**Attachments:**

Ordinance  
Planning Commission Minority Report  
Public Comments

February 12, 2023

Olympia City Council  
PO Box 1967 Olympia  
WA 98507-1967

SUBJECT: Zoning Code Text Amendments Related to Reasonable Use Exceptions

Dear Councilmembers:


At the February 6<sup>th</sup> Olympia Planning Commission (OPC) meeting, the Commission voted 8:1 in favor recommending the Reasonable Use Exception (RUE) zoning code update for Council approval. I was the sole dissention due to my concerns with the removal of the consolidated lot ownership test for properties impacting up to 75% of a critical area buffer.

Critical area buffers are based upon best available science for the protection of sensitive areas including wetlands and streams which provide habitat, clean water, and recharge our aquifers. Buffers help protect these sensitive areas from human impacts. RUEs are meant to provide a balance between the economic interest of property owners and protection of the environment by allowing the minimum necessary reasonable use of a property.

Under existing Olympia Municipal Code, properties seeking an RUE are subject to consolidated lot ownership test. This means if a property owner holds multiple adjacent legal lots within a critical area or its buffer the lot owner is allowed one RUE for all adjacent lots held since January 10, 1985. The proposed language not only updates the date for the consolidated ownership test to June 5, 2005 but removes the consolidated lot ownership test for all RUE requesting buffer impacts up to 75%. As a result, all legal lots which could be developed with buffer impacts of 75% or less are now developable regardless of ownership history. This could have significant impacts on critical areas, as illustrated in the following example.

<b>Example 1:</b>
Tim purchased a set of 5 adjacent lots (Lots A - E) in 1984 which are within a Type F stream buffer. Tim sold Lot E to Jerry in 2003. Under current code, the consolidated ownership test applies, and Tim would be able to request one RUE for the legal lots while Jerry would not be able to request an RUE.



Type F Stream: Fishbearing, 250ft buffer

Tim Lot A  Purchased 1984	Tim Lot B  Purchased 1984	Tim Lot C  Purchased 1984	Tim Lot D  Purchased 1984	Jerry Lot E  Purchased 2003 from Tim	75% Reduced Buffer 62.5 feet
					50% Reduced Buffer 125 feet

**Image 1:** Under existing code language only one RUE could be applied to the five lots owned by Tim.

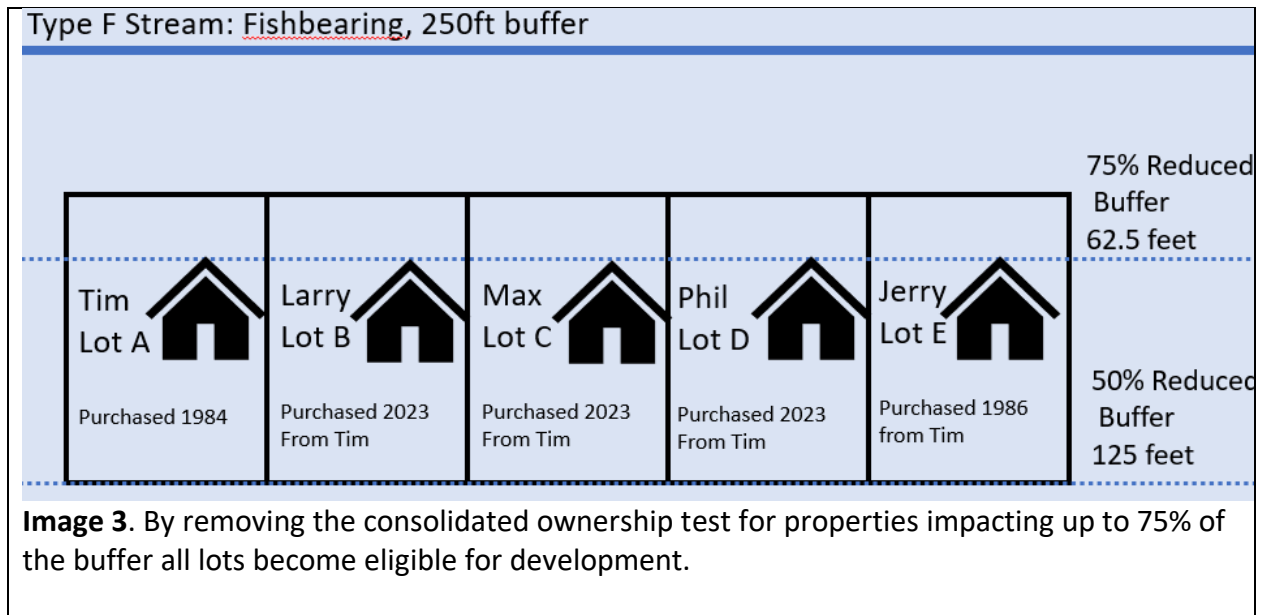
With the update of the effective date of OMC 18.66.040.E from 1984 to June 5, 2005. Jerry would now be able to request an RUE for Lot E.

Type F Stream: Fishbearing, 250ft buffer

Tim Lot A  Purchased 1984	Tim Lot B  Purchased 1984	Tim Lot C  Purchased 1984	Tim Lot D  Purchased 1984	Jerry Lot E  Purchased 2003 from Tim	75% Reduced Buffer 62.5 feet
					50% Reduced Buffer 125 feet

**Image 2:** With update of the effective date of OMC 18.66.040.E to June 5, 2005, two RUEs could be applied to the five lots.

By removing the consolidated ownership requirement, all lots become eligible to apply for an RUE. Tim could sell Lots B-D to other individuals who could then seek RUEs.



There is significant need for new housing units in Olympia, however growth should not come at an environmental cost when such costs could be avoided. As indicated in the staff report, this code update would primarily benefit relatively affluent individuals who can undertake the high costs of developing in these sensitive areas.

Please consider retaining the consolidated ownership test for those properties impacting up to 75% of the buffer. If the concern is the loss of potential housing units this code change could generate, that could be mitigated by allowing landowners to sell/transfer the equivalent development right which would exist if the properties were not within the buffer to another lot within the City. The landowners would then realize economic benefit from each legal lot, critical areas would be protected, and the units created elsewhere would be done so at a lower cost than those which would be developed within the critical area buffer.

Best,  
Zainab Nejati  
Chair, Olympia Planning Commission

## Nicole Floyd

---

**From:** Sears, Tricia (DNR) <Tricia.Sears@dnr.wa.gov>  
**Sent:** Wednesday, December 21, 2022 2:46 PM  
**To:** Nicole Floyd  
**Cc:** Smith, Valerie (COM)  
**Subject:** RE: Olympia's development regulation, comments from WGS

Hi Nicole,  
I'm delighted to hear that the comments and information I shared were useful! Thank you.

One additional note, you may be interested to check out the geologic planning webpage on our website. [Geologic Planning | WA - DNR](#)

Happy holidays!  
Cheerio,  
Tricia

Tricia R. Sears (she/her/hers)  
**Geologic Planning Liaison**  
Washington Geological Survey (WGS)  
Washington Department of Natural Resources (DNR)  
Cell: 360-628-2867 | Email: [tricia.sears@dnr.wa.gov](mailto:tricia.sears@dnr.wa.gov)

---

**From:** Nicole Floyd <nfloyd@ci.olympia.wa.us>  
**Sent:** Wednesday, December 21, 2022 1:47 PM  
**To:** Sears, Tricia (DNR) <Tricia.Sears@dnr.wa.gov>  
**Cc:** Smith, Valerie (COM) <valerie.smith@commerce.wa.gov>  
**Subject:** RE: Olympia's development regulation, comments from WGS

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External Email

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Thanks Tricia,

You make a good point – these terms are not defined in code and it is something I had not really been thinking about. I may make some tweaks to try to better clarify what the City thinks is reasonable/un-reasonable. As you note, I probably cannot make the language air tight, but clarity on intent seems useful.

Thanks for the input. I also checked out the website you linked. Its pretty cool.

Nicole

---

**From:** Sears, Tricia (DNR) <[Tricia.Sears@dnr.wa.gov](mailto:Tricia.Sears@dnr.wa.gov)>  
**Sent:** Wednesday, December 21, 2022 11:34 AM  
**To:** Nicole Floyd <[nfloyd@ci.olympia.wa.us](mailto:nfloyd@ci.olympia.wa.us)>  
**Cc:** Sears, Tricia (DNR) <[Tricia.Sears@dnr.wa.gov](mailto:Tricia.Sears@dnr.wa.gov)>; Smith, Valerie (COM) <[valerie.smith@commerce.wa.gov](mailto:valerie.smith@commerce.wa.gov)>  
**Subject:** Olympia's development regulation, comments from WGS

Hello Nicole,

In keeping with the interagency correspondence principles, I am providing you with draft comments on Olympia's Critical Areas Ordinance update (Commerce ID# 2022-S-4642).

I looked at the entire proposal and focused on areas related to WGS work. The proposal is "Proposed Amendments to the Variance and Reasonable Use Exception Chapter."

There are no specific revisions to geologically hazardous areas or mineral resource lands proposed.

In Section 18.66.040, I note the following:

In the introductory paragraph, the term "reasonable use of property" is used. In subsections A, B, and others, the term "reasonable economic use of property" is used. In subsection E, the term "unreasonable threat to public health, safety, or welfare" is used. None of these terms are defined or described in the document that was provided. Are they defined or described elsewhere? Is it left to the director to ascertain and define them for each proposal that is submitted and reviewed? Certainly this kind of permit review, Reasonable Use Exception, will include unique situations and conditions. And these could be very difficult permits to review.

If you have not checked our interactive database, the WGS Geologic Information Portal, lately, you may wish to do so.  
[Geologic Information Portal | WA - DNR](#)

Thank you for considering our comments. If you have any questions or need additional information, please contact me. For your convenience, if there are no concerns or follow-up discussion, you may consider these comments to be final as of the 60-day comment deadline of February 18, 2023.

Cheerio,  
Tricia

Tricia R. Sears (she/her/hers)  
**Geologic Planning Liaison**  
Washington Geological Survey (WGS)  
Washington Department of Natural Resources (DNR)  
Cell: 360-628-2867 | Email: [tricia.sears@dnr.wa.gov](mailto:tricia.sears@dnr.wa.gov)

## Nicole Floyd

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**From:** Sallee, Keri (COM) <keri.sallee@commerce.wa.gov>  
**Sent:** Tuesday, January 03, 2023 1:10 PM  
**To:** Nicole Floyd  
**Cc:** Sears, Tricia (DNR)  
**Subject:** Olympia Planview Submittal 2022-S-4642

Hello Nicole,

Growth Management Services has reviewed the proposed amendments to the City's CAO submitted under Planview ID# 2022-S-4642, as well as the comments submitted by the Department of Natural Resources (DNR) below.

We concur with DNR's comments, and encourage the City to consider further refinement and revision to the Reasonable Use Exception (RUE) and variance provisions as suggested. Additional updates to the CAO should also be considered in the City's required 2025 update of its comprehensive plan and development regulations.

If you have any questions, please let me know.

Best regards,  
Keri

**Keri Sallee, AICP | SENIOR PLANNER**  
GROWTH MANAGEMENT SERVICES | WA State Department of Commerce  
1011 Plum St SE  
Olympia, WA 98501

Cell: 564-200-2338

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**From:** Sears, Tricia (DNR) <[Tricia.Sears@dnr.wa.gov](mailto:Tricia.Sears@dnr.wa.gov)>  
**Sent:** Wednesday, December 21, 2022 11:34 AM  
**To:** [nfloyd@ci.olympia.wa.us](mailto:nfloyd@ci.olympia.wa.us)  
**Cc:** Sears, Tricia (DNR) <[Tricia.Sears@dnr.wa.gov](mailto:Tricia.Sears@dnr.wa.gov)>; Smith, Valerie (COM) <[valerie.smith@commerce.wa.gov](mailto:valerie.smith@commerce.wa.gov)>  
**Subject:** Olympia's development regulation, comments from WGS

Hello Nicole,

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I looked at the entire proposal and focused on areas related to WGS work. The proposal is "Proposed Amendments to the Variance and Reasonable Use Exception Chapter."

There are no specific revisions to geologically hazardous areas or mineral resource lands proposed.

In Section 18.66.040, I note the following:



In the introductory paragraph, the term “reasonable use of property” is used. In subsections A, B, and others, the term “reasonable economic use of property” is used. In subsection E, the term “unreasonable threat to public health, safety, or welfare” is used. None of these terms are defined or described in the document that was provided. Are they defined or described elsewhere? Is it left to the director to ascertain and define them for each proposal that is submitted and reviewed? Certainly this kind of permit review, Reasonable Use Exception, will include unique situations and conditions. And these could be very difficult permits to review.

If you have not checked our interactive database, the WGS Geologic Information Portal, lately, you may wish to do so.  
[Geologic Information Portal | WA - DNR](#)

Thank you for considering our comments. If you have any questions or need additional information, please contact me. For your convenience, if there are no concerns or follow-up discussion, you may consider these comments to be final as of the 60-day comment deadline of February 18, 2023.

Cheerio,  
Tricia

Tricia R. Sears (she/her/hers)  
**Geologic Planning Liaison**  
Washington Geological Survey (WGS)  
Washington Department of Natural Resources (DNR)  
Cell: 360-628-2867 | Email: [tricia.sears@dnr.wa.gov](mailto:tricia.sears@dnr.wa.gov)



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**Serving:**  
Thurston, Lewis, Grays Harbor,  
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January 9, 2023

Olympia Planning Commission  
ATTN: David Ginther – Staff Liaison; Zainab Najati – Chair  
Olympia City Hall  
601 4<sup>th</sup> Ave E  
Olympia, WA 98501

To Olympia Planning Commissioners:

Olympia Master Builders commends the City of Olympia for developing reasonable and logical changes to the city's development code listed under item 23-0015 on the official docket. It is the goal of our organization to eliminate barriers to housing for all economic segments of society, and these changes get us closer to that goal. For too long, the permit process has been unnecessarily burdensome and restrictive to the people who can least afford to tackle the obstacles that this process presents. The proposed amendments to non-conforming projects in the Critical Areas Code allow for a streamlining of the process and a more customer service-oriented approach to smaller projects, such as alterations to property and even the construction of some ADUs.

The efforts to amend this part of the code also prove that a reasonable balance can be achieved that benefits both development and the environment. Olympia Master Builders looks forward to further progress toward making housing and development more affordable to more of our neighbors.

Thank you for your time and consideration. If you have any further questions please contact our Government Affairs Director, Jessie Simmons, at (360)754-0912 (ext. 102) or on his cell at (360)525-4142.

Sincerely,

Angela White  
Executive Officer  
Olympia Master Builders

*Serving Thurston, Lewis, Grays Harbor, Pacific and Mason Counties*

## Nicole Floyd

---

**From:** Joyce Phillips  
**Sent:** Thursday, January 05, 2023 8:06 AM  
**To:** Nicole Floyd  
**Subject:** FW: Zoning Code Language Changes - Public Comment

Good morning, Nicole.

Here is a public comment from Cynthia Stonick on the proposed Reasonable Use Exception code amendments. Please add it to the record and share it, along with any others, with the Planning Commissioners.

Joyce

---

**From:** ckelpforest@gmail.com <ckelpforest@gmail.com>  
**Sent:** Wednesday, January 04, 2023 5:13 PM  
**To:** Joyce Phillips <jphillip@ci.olympia.wa.us>  
**Subject:** Zoning Code Language Changes - Public Comment

Joyce,

Re: Newly Proposed Language for Zoning Code

Please note that I am opposed to all newly proposed Zoning Code language. The functions of the Hearing Examiner and Director should remain without change. Furthermore, I oppose the changes proposed for the Variance and Reasonable use Exception.

Please see that my comments are added as Public Comment for the January 9, 2023 Council Meeting on the newly proposed zoning language. I oppose to the newly proposed language in 18.66.010 Authority, 18.66.020 Variance, 18.66.040 Reasonable Use of Exception, 18.66.050 Additional conditions of approval, 18.66.060 Limitations of use as well as all other changes as proposed in Attachment I including 18.72.100, 18.72.120, 18.72.140 and 18.78.020.

Sincerely,  
Cynthia Stonick  
3418 Donnelly Dr SE  
Olympia, WA 98501

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

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING  
VARIOUS SECTIONS AND SUBSECTIONS OF TITLE 18, UNIFIED DEVELOPMENT  
CODE, OF THE OLYMPIA MUNICIPAL CODE RELATED TO REASONABLE USE  
EXCEPTIONS AND VARIANCES**

**WHEREAS**, Title 18 of the Olympia Municipal Code (OMC) contains provisions allowing, in certain circumstances, for reasonable use exceptions to development and building limitations in critical areas, and provisions allowing, in certain circumstances, variances to certain zoning limitations; and

**WHEREAS**, staff have identified a need to update and modernize these reasonable use exception and variance provisions to provide clarity to staff and to the public; and

**WHEREAS**, on November 7, 2022, staff from the City of Olympia Community Planning and Development Department provided a briefing to the Olympia Planning Commission regarding reasonable use exceptions and variances; and

**WHEREAS**, on December 16, 2022, the City of Olympia Community Planning and Development Department proposed amendments to various chapters in Title 18, Unified Development Code, of the OMC (the Proposed Amendments); and

**WHEREAS**, on December 16, 2022, the City of Olympia issued a Determination of Non-Significance pursuant to the State Environmental Policy Act (SEPA) on the Proposed Amendments, which was routed to all Recognized Neighborhood Associations with the City of Olympia; and

**WHEREAS**, on December 20, 2022, the Proposed Amendments were sent to the Washington State Department of Commerce Growth Management Services with the Notice of Intent to Adopt Development Regulation amendments as required by RCW 36.70A.106, and comments received from state agencies during the 60-day comment period were considered; and

**WHEREAS**, on December 21, 2022, notice of the public hearing on the Proposed Amendments was provided to all Parties of Record pursuant to Chapter 18.78 OMC, Public Notification; and

**WHEREAS**, on December 29, 2022, a legal notice was published in *The Olympian* newspaper regarding the date of the Olympia Planning Commission's public hearing on the Proposed Amendments; and

**WHEREAS**, on January 9, 2023, the Olympia Planning Commission held a public hearing on the Proposed Amendments and began its deliberations; and

**WHEREAS**, following the public hearing and deliberations, on February 6, 2023, the Planning Commission provided to the City Council its recommendation to amend multiple sections of Title 18 OMC, Unified Development Code, as proposed; and

**WHEREAS**, the Proposed Amendments are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

**WHEREAS**, the Proposed Amendments have been reviewed pursuant to the Rezones and Text Amendments process outlined in Chapter 18.58 OMC; and

**WHEREAS**, the Proposed Amendments have been reviewed for conformance with the State of

Washington Attorney General's Advisory Memorandum and Recommended Process for Evaluating Proposed Regulatory or Administrative Actions to Avoid Unconstitutional Takings of Private Property; and

**WHEREAS**, Chapters 35A.63 and 36.70A RCW and Article 11, Section 11 of the Washington State Constitution authorize and permit the City to adopt this Ordinance;

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

**Section 1. Amendment of OMC 18.66.010. Olympia Municipal Code Section 18.66.010 is hereby amended to read as follows:**

18.66.010

The Director and Hearing Examiner shall have the authority tomay grant a-variances and/or a-reasonable use exceptions as set forth in this Chapter following the noticing requirements of ~~from the requirements of Chapter 18.32, after considering the matter at a public hearing duly called and giving notice to adjoining property owners as provided in Chapter 18.78, Public Notification.~~ The Director may grant minor variances; a "minor variance" is (1) a variance to setback requirements that would alleviate the need for a Reasonable Use Exception (as provided for elsewhere in this Chapter), or (2) a variance that accompanies an administratively granted Reasonable Use Exception. All other variances may be granted by the Hearing Examiner.

**Section 2. Amendment of OMC 18.66.020. Olympia Municipal Code Section 18.66.020 is hereby amended to read as follows:**

18.66.020

A. A variance is a mechanism that allows the provisions of OMC Title 18 to be varied on a case-by-case basis. The Director or Hearing Examiner may approve a variance only when it is for relief from a dimensional standard when the application of such standard would result in an unusual or unreasonable hardship. Before any variance is granted, the Director (for minor variances) or the Hearing Examiner (for all other variance requests) shall must find that the following circumstances exist:

1. That the proposed variance will not amount to a rezone or constitute a change in the district boundaries shown on the Official Zoning Map;
2. That because of special conditions and circumstances relating to the size, shape, topography, location, or surroundings of the subject property, the variance is necessary to provide ~~it~~the applicant with use rights and privileges permitted ~~to~~for other properties in the vicinity and in the zone in which the subject property is located;
3. That the special conditions and circumstances do not result from the actions of the applicant;
4. That granting of the variance will not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property is located;
5. That the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which subject property is situated; and
6. That the variance is the minimum variance necessary to provide the rights and privileges described above.

**Section 3. Amendment of OMC 18.66.040. Olympia Municipal Code Section 18.66.040 is hereby amended to read as follows:**

18.66.040

Applicability and Intent. A reasonable use exception is a unique type of variance that pertains to the regulations within the Critical Area Ordinance (OMC 18.32); a reasonable use exception is available when compliance with critical area regulations would result in depriving the property owner of even minimal economic use to which a property owner is entitled under applicable state and federal constitutional provisions. A reasonable use exception is intended as a last resort, when all municipal code provisions are exhausted. Before any reasonable use exception may be granted, the Director (for -development proposals with buffer reductions of less than 75%) and/or the Hearing Examiner (for all other applications) shall must find that the application meets all of the following criteria: -circumstances exist:

~~A.~~ The property has been in a single ownership (i.e., not held in conjunction with any adjacent lot, tract or parcel) since January 10, 1985 or, if the property was held in conjunction with any other adjacent lot, tract or parcel since January 10, 1985, the then applicable provisions of this Chapter denied all reasonable economic use of the properties as combined;

~~BA.~~ The application of this Chapter OMC 18.32, the Critical Area Ordinance would deny all reasonable economic use of the property;

~~CB.~~ No other reasonable economic use of the property would have less impact on any critical area;

~~DC.~~ The use proposed is the minimum necessary to allow for reasonable economic use of the property. Project plans must demonstrate:

1. Other development alternatives do not result in less impact to the critical area. An alternatives analysis must address: a change in use, reduction in project size, and variances for setback and other development standards; and,
2. Impervious surface coverage should be the minimum necessary and should not exceed 2,500 square feet;

~~ED.~~ The inability of the applicant to derive reasonable economic use of the property is not the result of actions by the applicant or the applicant's predecessor(s), after the effective date of this Chapter the Critical Area Ordinance (June 5, 2005);

~~FE.~~ The proposal does not pose an unreasonable threat to the public health, safety, or welfare on or off the development proposal site;

~~GE.~~ The design maximizes protection and mitigates impacts to any critical area functions and values consistent with the best available science, and must be supported by critical area reports demonstrating compliance to OMC 18.32, including mitigation sequencing; and

~~HG.~~ The proposal is consistent with other applicable regulations and standards.

H. In addition to meeting the conditions in A) through G); above, an applicant who requests a 75% or greater reduction in critical area buffers or requests to develop within a critical area itself, or requests both, must meet the conditions in 2) or 3) below, and such request must be approved by the Hearing Examiner.

1. Definitions: (for purposes of this subsection H):

- a. "Single ownership" means not owned (or previously owned) by a person or entity who concurrently owns (or owned) one or more adjacent lots, tracts, or parcels.

- b. "Common ownership" means owned (or previously owned) by a person or entity who concurrently owns (or owned) one or more adjacent lots, tract, or parcels.
- c. "Undevelopable" means all reasonable economic use of the property is denied by applicable City regulations.
- d. "Adjacent" means two or more parcels sharing a common boundary of at least one point. Parcels across unopen (unimproved) or vacated (by statue or otherwise) Rights of Way are adjacent.
- 2. The property is or has been in single ownership (i.e., not owned by a person or entity who concurrently owns or owned one or more adjacent lots, tracts, or parcels) continuously since the adoption of the Critical Area Regulations; or
- 3. The property:
  - a. Is or was at any time since adoption of the Critical Area Ordinance (June 5, 2005) in common ownership (i.e., the property is or was owned by a person or entity who concurrently owns or owned one or more adjacent lots, tracts, or parcels at some time since June 5, 2005); and
  - b. Did not become undevelopable solely by reason of passing out of common ownership and into single ownership, by sale or other transfer.
- 4. Should the Reasonable Use Exception be granted, the adjacent lots, parcels, tracts determined to be held in common ownership must be legally consolidated into a single parcel prior to building permit issuance.

**Section 4. Amendment of OMC 18.66.050. Olympia Municipal Code Section 1866.050 is hereby amended to read as follows:**

18.66.050

Before granting a variance or reasonable use exception, the Hearing Examiner, or Director as appropriate, may prescribe appropriate conditions and safeguards that will ensure that the purpose and intent of this Title ~~shall~~ are not be-violated. Violation of such conditions and safeguards when made part of the terms under which the variance or reasonable use exception is granted, ~~shall be deemed is~~ is a violation of this Title and punishable under Chapter 18.73, Civil and Criminal Penalty.

**Section 5. Amendment of OMC 18.66.060. Olympia Municipal Code Section 18.66.060 is hereby amended to read as follows:**

18.66.060

With respect to uses of land, buildings, and other structures, this Title is declared to be a definition of the public interest by the City Council, and the spirit of this Title will not be observed by any variance which permits a use not generally or by conditional use, permitted in the district involved, or any use expressly or by implication prohibited, by the terms of this Title in the district. Therefore, under no circumstances ~~shall~~ may the Hearing Examiner or Director, grant a variance to permit a use not generally or by conditional use permitted in the district involved, or any use expressly or by implication prohibited, by the terms of this Title in the district.

**Section 6. Amendment of OMC 18.72.100. Olympia Municipal Code Section 18.72.100 is hereby amended to read as follows:**

18.72.100

The following table describes development permits and the final decision and appeal authorities. When separate applications are consolidated at the applicant's request, the highest authority designated for deciding any part of the consolidated application makes the final decision ~~shall be rendered by the highest authority designated for any part of the consolidated application on the consolidated applications.~~

**KEY:**

Director	=	Community Planning and Development Director or designee
SPRC	=	Site Plan Review Committee
DRB	=	Design Review Board
PC	=	Planning Commission
HC	=	Heritage Commission
HE	=	Hearing Examiner
Council	=	City Council
R	=	Recommendation to Higher Review Authority
D	=	Decision
O	=	Open Record Appeal Hearing
C	=	Closed Record Appeal Hearing

[NOTE: City Council decisions may be appealed to Superior Court except comprehensive plan decisions which may be appealed to the State Growth Management Hearings Board.]

	Director	SPRC	DRB	PC	HC	HE	Council
<b>ZONING</b>							
Conditional Use Permit	D	R				D	
Interpretations	D					O	
Land Use Review	D <sup>1</sup>	R				O	
Small Lot Review	D					O	
Townhouse (2 – 4 Units)	D					O	
Townhouse (10 or more units)		R	R			D	
Townhouse Final (2-9)	D					O	
Townhouse Final (10 or more)		R					D
Zoning Variance	R					D	
<u>Administrative Zoning Variance</u>	<u>D</u>	<u>R</u>				<u>O</u>	
Zone Map Change, without Plan Amendment	R					R	D
Zone Change, with Plan Amendment or Ordinance Text Amendment	R			R			D
Home Occupation	D					O	
Temporary Use Permit	D					O	
SEPA exempt Building Permit	D					O	
Parking or Fence <u>Modification Variance</u>	D	R				O	
Accessory Dwelling Unit	D					O	
Short-Term Rental – Vacation Rental	D					O	



	Director	SPRC	DRB	PC	HC	HE	Council
Accessory Building	D					O	
Occupancy Permit	D					O	
Sign Permit	D					O	
Landscape Plan	D					O	
Tree Plan	D					O	
Historic Properties	D	R			R	O	
<b>COMPREHENSIVE PLAN</b>							
Amendments (map, text)	R			R			D
<b>DESIGN REVIEW</b>							
Detailed Review	D		R				
major			O				
Concept Review	D	R	R			O	
Signs (general)	D					O	
Scenic Vistas	D	R	R			O	
<b>ENVIRONMENTAL</b>							
Threshold Determination	D					O	
Impact Statement Adequacy	D					O	
Reasonable Use Exception	R					D	
<u>Administrative Reasonable Use Exception</u>	<u>D</u>	<u>R</u>				<u>O</u>	
SEPA Mitigating Conditions	D					O	
Shoreline Substantial Development Permit	D	R				<u>O</u>	
Shoreline Conditional Use Permit		R				D	
Shoreline Variance		R				D	
Shoreline Permit Revision or Exemption	D					O	
<b>SUBDIVISION</b>							
Boundary Line Adjustment (including lot consolidation)	D					O	
Preliminary Plat, Long	R					D	
Preliminary Short, (2-9 lots)	D <sup>1</sup>					O	
Final Short Plat	D					O	
Final Long Plat	D					O	
Master Plan Approval	R		R			R	D
MPD Project Approval		R	R			D	
Preliminary PRD		R				R	D
Final PRD		R					D
Time Extensions	D					O	

<sup>1</sup> Except when the Director refers the project for a public hearing before the Hearing Examiner pursuant to OMC 18.60.080 or 17.32.130(A)(4).

**Section 7. Amendment of OMC 18.72.120. Olympia Municipal Code Section 18.72.120 is hereby amended to read as follows:**

**18.72.120**

- A. Notice of Completeness. The Department shall provide a written notice within ~~twenty-eight (28)~~ days of the date of receipt of any application stating whether the application is complete, and identifying any other governmental agencies known to have jurisdiction over the proposal; or if not complete setting forth any deficiency of the application, and specifying a date upon which the application will be null and void if any deficiencies have not been corrected. Upon receipt of any required additional information, the Department shall notify the applicant within ~~fourteen (14)~~ days whether the application is now complete or what additional information is necessary.
- B. Weekends and Holidays. Regardless of whether any period is a minimum or maximum, when any permit review, notice, or decision time limit of this Title terminates upon a weekend or City holiday, such time limit ~~shall be~~ automatically extended to the first following non-holiday weekday.
- C. Review Period. The review and processing of project permit applications ~~shall result~~ in a decision being rendered within time limits set forth below.
- D. Notice of Delayed Decision. If the City is unable to issue its final decision within the time limits listed below, the City ~~will~~ shall provide written notice of this fact to the applicant. The notice ~~shall~~ must include a statement of reasons why the time limits have not been met and an estimated date for issuance of a final decision.
- E. Request for Timeline. Where no time limit is specified, upon written request the City ~~will~~ shall provide an estimated time of review. (Also see Council Resolution regarding exceptions.)
- F. Application Time Limits.

**PLANNING APPLICATION TYPE**

**TIME LIMIT**

Site-Specific Rezones (also see OMC <u>18.58.040</u> )	180-days
Environmental Review (SEPA Checklist and Assessment)	90-days
Environmental Impact Statement (draft)	365-days
Short Plats	90-days
Land Use Approval	120-days
Preliminary Plat (10 or more lots)	90-days
Preliminary Planned Residential Development	90-days
Final Planned Residential Development	30-days
Final Plat	30-days
Conditional Use Permit	120-days
Conditional Use Permit – Residential	120-days
Variance / <u>Reasonable Use Exception</u>	90-days
Shoreline Substantial Development Permit	120-days
Shoreline Exemption	90-days
Time Extension or Modification	90-days
Boundary Line Adjustment	90-days

Appeal to Hearing Examiner	90-days
<b>ENGINEERING PERMIT APPLICATION TYPE</b>	<b>TIME LIMIT</b>
Short Plat	120 days
Long Plat	120 days
Utility Extension (in-city)	120 days
Commercial	120 days
Multifamily	120 days
<b>BUILDING PERMIT APPLICATION TYPE</b>	<b>TIME LIMIT</b>
New Single-family Residential	30-days
Residential Addition/Remodel	30-days
New Multifamily	120-days
New Commercial	120-days
Commercial Addition/Remodel	120-days

G. Time Limit Exceptions. The time limits set forth above do not include:

1. Up to the first ~~twenty-eight (28)~~ days after receipt of an application during which the City determines whether the application is complete.
2. Any period during which the applicant has been requested by the City to correct plans, perform studies, or provide additional information requested by the City.
3. If the City determines that the additional information submitted to the City by the applicant under Subsection (2) above is insufficient, the City shall notify the applicant of the deficiencies and the procedures of Subsection (2) ~~shall apply~~ as if a new request for information has been made.
4. Any appeal period. The Hearing Examiner shall issue Decisions a decision regarding an appeals ~~shall be issued by the Examiner~~ within 90 days of receipt of an appeal.
5. Any extension of time mutually agreed upon by the applicant and the City.
6. The time required to prepare and issue a final EIS in accordance with the State Environmental Policy Act.

**Section 8. Amendment of OMC 18.72.140. Olympia Municipal Code Section 18.72.140 is hereby amended to read as follows:**

18.72.140

An applicant is responsible for knowing~~Knowledge of the expiration date of any approval is the responsibility of the applicant.~~ The City ~~shall is not be held accountable~~responsible for notification-notifying an applicant of expirations.

- A. Variance/Reasonable Use Exception. Unless exercised, a variance or reasonable use exception ~~shall expires~~ one year from the date a final decision is issued. If timely exercised, a variance or reasonable use exception ~~shall be~~ valid indefinitely.
- B. Conditional Use Permit. Unless exercised or otherwise specified, a conditional use permit ~~shall be~~ void one ~~(1)~~ year from the date a notice of final decision was issued. If exercised, a conditional use permit ~~shall be~~ valid for the amount of time specified by the approval authority. If the use allowed by the permit is

inactive, discontinued, or abandoned for ~~twelve (12)~~ consecutive months, the permit is void and the applicant must obtain a new permit ~~shall be obtained~~ in accordance with the provisions of this ~~title~~ Title prior to resuming operations.

- C. Home Occupation Permit. A home occupation permit ~~shall be~~ valid indefinitely unless a time limitation is specified by staff or the Hearing Examiner or it is revoked for lack of compliance to conditions. A home occupation permit ~~shall be~~ void unless exercised within one ~~(1)~~ year from the date such permit was issued. If the use allowed by the permit is inactive, discontinued, or abandoned for ~~twelve (12)~~ consecutive months, the permit is void and ~~a the applicant shall apply for and obtain a new permit shall be applied for and obtained~~ in accordance with the provisions of this ~~title~~ Title prior to resuming operations. A Home Occupation permit ~~shall is not be~~ transferable to a new site or entity.
- D. Land Use Approval. Unless exercised by complete application for necessary construction permits, any land use approval ~~shall expires~~ and ~~be is~~ null and void two years from the date the final approval was issued. Land use approval ~~shall may~~ be extended two additional years if a complete building or other construction permit application for the project is submitted prior to expiration of the land use approval. Even absent such application, upon finding that there has been no substantial change in relevant circumstances and standards, land use approval may be extended up to two ~~(2)~~ additional years by the Director pursuant to a written request submitted prior to expiration of land use approval. Upon receiving such request, the City shall provide notice ~~shall be provided~~ pursuant to the comparable notice of application procedures of Table 78-1. Following a comment period of at least 14 days, the Director may grant, limit, or deny the extension and may impose such conditions of extension to ensure compliance with any subsequently revised standards. If such written request for extension is not received by the Department prior to expiration, the Director shall deny ~~such extension shall be denied~~.
- E. Detailed Design Review approval ~~shall expires~~ simultaneously with expiration of any associated building or other construction permit.

**Section 9. Amendment of OMC 18.78.020. Olympia Municipal Code Section 18.78.020 is hereby amended to read as follows:**

18.78.020

To inform the public of proposed project actions, the Department and applicants shall provide notice as identified in Table 78-1. A vicinity map and basic site plan ~~shall must~~ be included with any mailed notices. If a project is SEPA-exempt and no public hearing is required, notice of application as required by RCW 36.70B.110(5) ~~will be is~~ limited to the type of notice described below.

**TABLE 78-1  
CITY OF OLYMPIA - PUBLIC NOTIFICATION**

PROCESS	APPLICATION TYPE	NOTICE TYPES	WHEN	WHO
CONCEPTUAL DESIGN REVIEW	Multifamily/Commercial in DR districts/Master Planned Development	Mail	Public Meeting 10 Days	PO RNA PR
SEPA	Environmental Checklist	Mail	Notice of Application	PO RNA PR Agencies
		Post site Mail Notify Paper	SEPA Threshold Determination	PO RNA PR Agencies
SEPA, when using the Optional DNS Process	Environmental Checklist	Mail Post Site	Notice of Application/ notice of anticipated	PO RNA PR

**TABLE 78-1  
CITY OF OLYMPIA - PUBLIC NOTIFICATION**

PROCESS	APPLICATION TYPE	NOTICE TYPES	WHEN	WHO
		Notify Paper	SEPA Threshold Determination	Agencies
		Mail	Final Threshold Determination	PR Agencies
SUBDIVISIONS	Short Plats	Post Site	Application	
HEARING EXAMINER	Subdivision Variance / <u>RUE</u>	Post Site	Public Hearing - 10	PO RNA
	Rezone Conditional Use Master Planned Development	Mail Publish in Paper	days	PR
	Conditional Use - Wireless Communications Facility	Post Site	Public Hearing - 30	PO RNA
		Mail Publish in Paper	days	PR
		Mail	Decision	RNA PR
SHORE LANDS	Substantial Development Permit	Post Site	Public Hearing - 15	PO RNA
		Mail	days	PR
		Publish in Paper Mail	Decision	RNA PR
LAND USE REVIEW	Multifamily Commercial Industrial Master Planned Development, <u>Administrative Variance / RUE</u>	Mail	Meeting - 5 days	RNA PR
			Decision	RNA PR
DETAILED DESIGN REVIEW	Multifamily/Commercial Master Planned Development	Mail	Public Meeting 10 days	RNA PR
		Mail	Decision	RNA PR
APPEALS	Administrative to Hearing Examiner	Post Site	Open Hearing - 10	RNA PR
		Mail	Days	
	Hearing Examiner to City Council OCC	Mail	Closed Hearing 10 Days	PR RNA
ANNEXATION	10 Percent Notice of Intent	Mail	Public Meeting 10 days	PO RNA
				PR
	50/60 Percent Petition	Mail Post Publish in Paper	Public Hearing - 10 days	PO RNA
				PR
COMPREHENSIVE PLAN AMENDMENT/ZONING MAP AMENDMENT	Proposal	Mail Publish in Paper	Proposal Availability	RNA
	Application	Mail Publish in Paper	Public Hearing - 10 days	PO RNA
				PR

**LEGEND**

PO = Property Owner within 300 feet of site

RNA = Recognized Neighborhood Associations

## LEGEND

PR = Parties of Records on File with the Case

**Section 10. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 11. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances remain unaffected.

**Section 12. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 13. Effective Date.** This Ordinance takes effect 5 days after passage and publication, as provided by law.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**

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

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Solicitation of Interest to Acquire and Develop Franz Anderson Road SE Into Permanent Supportive Housing Briefing

**Agenda Date:** 5/9/2023  
**Agenda Item Number:** 6.A  
**File Number:**23-0376

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

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#### **Title**

Solicitation of Interest to Acquire and Develop Franz Anderson Road SE Into Permanent Supportive Housing Briefing

#### **Recommended Action**

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

Not referred to a committee.

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

Receive a briefing of the results of a Solicitation of Interest issued for the purpose of receiving proposals to acquire city-owned property at Franz Anderson Rd. SE and develop the property into permanent supportive housing as defined by RCW 36.70A.030(19).

#### **Report**

##### **Issue:**

Whether to receive a briefing of the results of a Solicitation of Interest issued for the purpose of receiving proposals to acquire city-owned property at Franz Anderson Rd. SE and develop the property into permanent supportive housing as defined by RCW 36.70A.030(19).

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

Jacinda Steltjes, Affordable Housing Program Manager, 360.753.8482

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

Jacinda Steltjes, Affordable Housing Program Manager

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

In spring 2022, City of Olympia and Thurston County partnered to purchase the property along Franz Anderson Rd. SE for the purpose of utilizing the property for affordable housing efforts.

A Solicitation of Interest seeking proposals to acquire and develop the city-owned land, tax identification parcel numbers 58900000300, 58900000301, 58900000400, 58900000500, and 58900000600, into permanent supportive housing was issued February 17, 2023. Proposals were due March 27, 2023. Staff representing the City of Olympia's Housing and Homeless Response

team, City of Lacey, City of Tumwater, and Thurston County have reviewed and rated the responsive proposals and staff has issued a conditional award letter to the Low Income Housing Institute (LIHI).

### **Project Details**

#### **Unit Mix and Target Population**

LIHI has proposed constructing 71 units of studio and one-bedroom multi-family rental units for homeless adults whose incomes do not exceed 30% of the area median income by household size and who are homeless or imminently at risk of homelessness. A one-person household with an income of 30% of area median income makes \$21,200. The project will operate using a low barrier entry model and tenants will be offered voluntary wrap-around support services designed to support a person living with a complex and disabling behavioral or physical health condition in achieving housing stability. Engaging in supportive services will not be a condition of receiving housing.

#### **Project Costs and Timeline**

The project is anticipated to cost LIHI \$28.2 million to develop. Thurston County and the Cities of Lacey and Tumwater have agreed to providing approximately \$6.7 million, to the construction cost some of which originates from the American Rescue Plan Act. LIHI proposes accumulating the remaining financing needed to develop the property in the remainder of 2023 and into 2024 before beginning construction in fall 2024. The project is anticipated to be completed and leased up in early 2026.

#### **Climate Analysis:**

Per City Council Resolution M-2289 passed in 2022, which declared the intent of the city to electrify city owned facilities and olympia's built environment, the building will be required to use all electric energy. The project will also be located near a high-frequency transit corridor with bus service every 15 minutes along Martin Way SE. LIHI has proposed maintaining a small grove of trees located along the south border of the property. In addition to providing natural space, the trees are a naturally occurring way to minimize roadway noise. The development will comply with the Evergreen Sustainable Development Standards.

#### **Equity Analysis:**

The project will serve Olympia and Thurston County residents whose incomes do not exceed 30% of area median income by household size and who are homeless or imminently at risk of homelessness. People of color and other marginalized populations are over-represented in Thurston County's homeless population. According to Thurston County's 5-Year Homeless Crisis Response Plan, people of color make up 18% of the general population in Thurston County, however 32% of people experiencing homelessness are people of color. Additionally, according to a Housing Needs Assessment produced in January 2022 by Thurston Regional Housing Council, there are two critical housing gaps that hinder Thurston County's ability to address both short-term and long-term homelessness. Those gaps are a lack of permanent supportive housing and of housing units which are affordable to households whose income is at or below 30% of area median income by household size. This project addresses those gaps and provides housing for marginalized populations who are over-represented in the county-wide homeless system.

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

Housing is a community interest.



**Financial Impact:**

The project is anticipated to cost LIHI \$28.2 million to develop. Thurston County and the Cities of Lacey and Tumwater have agreed to providing approximately \$6.7 million, to the construction cost some of which originates from the American Rescue Plan Act.

If staff were directed to work with LIHI on a scope of work substantially different than that in LIHI's proposal this could delay execution of a Purchase and Sale Agreement, which could prohibit LIHI from being eligible to apply for state funding processes that will occur in fall and winter 2023. This could result in the City maintaining ownership of the vacant parcels for longer than intended and would delay construction of the permanent supportive housing project.

If staff were to be instructed to halt work on the project it would put the regional funding committed by the cities of Lacey and Tumwater and Thurston County in jeopardy and ARPA funds could be lost.

**Options:**

1. Direct staff to continue working with LIHI based on the organization's scope of work submitted in response to the Solicitation of Interest.
2. Direct staff to continue working with LIHI toward developing a project with a scope of work that is substantially different than LIHI's submitted proposal.
3. Take no action.

**Attachments:**

None



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

## City Council

### **Executive Session Pursuant to RCW 42.30.110 (1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter**

**Agenda Date:** 5/9/2023  
**Agenda Item Number:** 10.A  
**File Number:**23-0361

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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