



Commission Meeting
Monday, September 22, 2025
5:30 PM

The meeting agenda is available on the Port's website as of September 18, 2025.
<https://www.portolympia.com/commission>

AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Approval of Agenda
- D. Executive Director Report
- E. Public Comment

This public comment period is the opportunity for public input on the agenda items on this evening's agenda, in addition to an opportunity for public comment on any other port business. Individual public comments are limited to 3 minutes per person.

*See bottom of agenda for instructions on how to provide public comment.

NOTE: Guidelines for public comment can be found in the Commission Rules in Resolution 2025-03 Article VI.

- Comments should be directed to Commission: Comments should be directed to the Commission as a whole and should not include comments about individual Port staff or members of the public.
- Courtesy: All speakers (members of the public, Port staff, and Commissioners) shall be courteous in language and demeanor and shall confine remarks to those facts that are germane and relevant to the question or issue under discussion.

- F. Consent Calendar
 - 1. Swantown Boatworks Stormwater Retrofit Contract Award
 - 2. RHA Liberty Group LLC Lease Amendment #5
 - 3. Colibri Northwest Contract Amendment
 - 4. Approval of Minutes: Commission Meeting – July 28, 2025
 - 5. Approval of Minutes: Commission Meeting – August 11, 2025
- G. Pending Issues or Business
 - 1. Budd Inlet Cleanup
 - 2. Marine Terminal Warehouse
 - 3. Dancing Goats Building Renovations
 - 4. Airport Master Plan Update
 - 5. Peninsula Master Plan

Port of Olympia Mission

Creating economic opportunities and building community for all of Thurston County through responsible resource use.

- 6. Foreign Trade Zone
- H. Action Calendar
 - 1. None
- I. Action/Other Calendar
 - 1. None
- J. Advisory Calendar
 - 1. Dancing Goats Port Headquarters Conceptual Design: James Sommer, Public Works Program Manager
- K. Commissioner Reports/Discussion
- L. Other Business
- M. Meeting Announcements
- N. Adjourn

*Attendance and Public Comment Hybrid Meeting Information

Attend Remote or In-Person

The public are welcome to attend the meeting in person, or may view or listen to the meeting using one of the following platforms:

- In-Person: 626 Columbia Street NW, Olympia
Olympics Room, Suite 1-B
- Zoom: Go to <http://www.zoom.us/join> and enter the Webinar ID 842 3263 3766 and Passcode 421904.
Instructions and access details (a link to the meeting) will be emailed to you once a short registration form is complete. (Check Spam or Junk folder and move Zoom link email to your Inbox to view/access link.)
- YouTube: www.youtube.com/@portofolympia1922
- Phone: Call (253) 215-8782, listen for the prompts and enter the Webinar ID 842 3263 3766 and Passcode 421904.

Verbal Public Comment

Those wishing to provide verbal public comment may do so in-person or by Zoom:

- In-Person: Use the sign-up sheet located at the meeting location.
- Virtual /
via Zoom: **Must pre-register** using the following Zoom link no later than 90 minutes prior to the meeting:
https://us06web.zoom.us/webinar/register/WN_Kh7X5zazSZCUuYhXI7lQBg
Instructions and access details (a link to the meeting) will be emailed to you once registration is complete. (Check Spam or Junk folder and move Zoom link email to your Inbox to view/access link.) Registration for remote/virtual verbal public comment closes at 4:00 p.m. on the day of the meeting.

Written Public Comment

Written public comment may be submitted to commissioncoordinator@portolympia.com by 12:00 p.m. on the date of the meeting. All written comments will be compiled and sent to the Commissioners prior to the meeting.

Port of Olympia Mission

Creating economic opportunities and building community for all of Thurston County through responsible resource use.

COVER MEMO

Briefing Date/Time: September 22, 2025

Staff Contact/Title: James Sommer, Public Works Program Manager
360.528.8005, JamesS@PortOlympia.com

Subject: Swantown Boatworks Stormwater Retrofit – Contract Award

Purpose: ☐ Information Only ☒ Decision Needed

Overview:

- This is a consent agenda item. Action is requested.

Background:

On August 14, 2023, the Commission authorized a contract (2023-1011) with Skillings to provide engineering design services for the Swantown Boatworks Stormwater Retrofit Project. The Port has since collaborated with Skillings and the Department of Ecology (DOE) to design improvements to the stormwater treatment chain system at Swantown Boatworks, aimed at enhancing the removal of metals from stormwater runoff to ensure the Port complies with current and future stormwater quality standards.

The recommended improvements include installation of an AQUIP treatment system with enhanced media configuration, a pretreatment chamber for solids settling, passive pH conditioning, and oil-water separation, along with site conveyance upgrades.

The Port published a construction bid package for the Swantown Boatworks Stormwater Retrofit Project on August 29, 2025, using a formal competitive bid process. The bid period will close on September 25, 2025. As of September 18, 2025, 70 firms have downloaded the bid package.

Documents Attached:

Link to the bid opportunity is below.

[Port of Olympia - Swantown Boatworks Stormwater Retrofit](#)

Summary and Financial Impact:

This project has an approved 2025 capital budget of \$541,394.00, including both the 2025 capital budget allocation and unspent rollover funds from the 2024 capital budget. In addition to Port of Olympia funding, DOE has awarded the Port a Stormwater Financial Assistance Program grant for this project. The authorized grant award is an amount not to exceed \$568,609.00; the actual grant award amount will be finalized during future negotiations with DOE.

Skills has provided an estimated construction cost of \$838,213.00, including sales tax, for this project. It is fully anticipated that the combination of existing Port capital budget funds plus the finalized grant award amount will be sufficient to cover the total project cost.

Affected Parties:

- Swantown Marina & Boatworks
- General Public

Environmental Considerations:

DOE stormwater quality standards have, and are expected to continue to, become more restrictive over time. Boatworks has revised its boatyard best practices and incorporated additional filtering mechanisms to address these more restrictive compliance requirements. They have been successful to date; however, it has become clear that such modifications alone will not be sufficient to meet compliance standards at every juncture. Installation of an advanced treatment system, with enhanced media and other improvements integration, is all but mandatory to ensure boatyard operations continue with a minimal environmental impact, one that complies with all current and future requirements.

Options with Pros and Cons:

1. Authorize the Executive Director to award and execute a contract with the lowest responsive, responsible bidder, in accordance with the requirements outlined in the "Staff Recommendation" section

Result: The Swantown Boatworks Stormwater Retrofit Project proceeds as planned, remaining on schedule in accordance with the timeline approved by DOE.

2. Do not authorize the Executive Director to award and execute a contract with the lowest responsive, responsible bidder, in accordance with the requirements outlined in the “Staff Recommendation” section

Result: The Swantown Boatworks Stormwater Retrofit Project will be delayed and is at risk of losing DOE grant funding if it does not move forward as planned. Additionally, the lack of a stormwater retrofit will make it exceedingly difficult to comply with current and future DOE stormwater quality standards.

Staff Recommendation:

Port staff recommends, via the Consent Calendar, that the Commission authorize the Executive Director to award and execute the Swantown Boatworks Stormwater Retrofit contract to the lowest responsive and responsible bidder, provided that the Port’s contribution does not exceed the approved 2024-2025 Capital Budget allocation of \$541,394.00 for the Swantown Boatworks Stormwater Treatment System.

COVER MEMO

Briefing Date/Time: September 22, 2025

Staff Contact/Title: Mike Reid, Director of Community and Economic Development 360.764.5395, MikeR@portolympia.com

Subject: RHA Liberty Group LLC Lease Amendment No. 5

Purpose: ☐ Information Only ☒ Decision Needed

CONSENT ITEM

Background:

In 2018 RHA Liberty Group (RHA) was assigned this lease from the Harbor Wholesale. Harbor Wholesale Grocery Inc. was assigned the lease from ASKA Company in 2007. The land lease is located in the New Market Industrial Campus at 819 78th Ave SW, Tumwater WA. The current lease term is February 1, 1996 through January 31, 2026 with one 20-year option. RHA has and remains in good standing throughout the term of their lease.

RHA Liberty Group, LLC has been a proud Port of Olympia tenant since 2018. They were delighted to find a location and building that far exceeded their expectations. RHA has subleased the building since 2018 to RHD Enterprises, Inc., a Woman & Minority-Owned General Contractor that specializes in federal, state, private and industrial construction with a metal fabrication subdivision. RHA is committed to maintaining a strong presence at the Port and continuing to support economic development in the region. As operations evolve, they remain open to new opportunities that align with their long-term goals and the Port's vision for growth.

RHA now desires to amend the terms and conditions of the lease and exercise their 20-year lease option. The leased premises is being reduced from 2.5 acres to 70,019 total square feet between the primary and stormwater properties. The new term would be extended beginning on February 1, 2026 and ending on January 31, 2046. The rent rate and surety requirement is also being adjusted as reflected on page 2 of the amendment.

The maintenance and repair shall be amended to reflect the tenants duty to maintain and repair, including but not limited to improvements and landscaping on the Primary and Stormwater properties. In addition Center Street Improvements shall be added to the lease in the event of future development requiring the tenant to amortize its pro rata share of such improvement cost over a period of ten years as described on page 3 of the amendment.

Use Agreement shall be added to the lease in the event an adjacent property owner seeks to utilize any portion of the Stormwater infrastructure and/or area located on the Stormwater property with respect to future development projects. The tenant shall cooperate fully with landlord in the negotiation and execution of an use agreement of shared use of the Stormwater property.

The rest and remainder of the original lease shall remain in full force and effect.

Documents Attached:

Exhibit D – The Premises

Copy of Lease Amendment #5

Summary and Annual Financial Impact:

February 1, 2026 – January 31, 2031	\$31,424.88 / Annually
February 1, 2031 – January 31, 2036	\$34,833.84 / Annually
February 1, 2036 – January 31, 2041	\$38,761.92 / Annually
February 1, 2041 – January 31, 2046	\$43,209.36 / Annually

Affected Parties:

Port of Olympia, RHA Liberty Group LLC and RHD Enterprises Inc.

Staff Recommendation:

Approve lease amendment No. 5 as presented on the consent calendar.

EXHIBIT D The Premises

Primary Property:

Area in acqua blue

Approximately 46,019 sq. feet

Abbreviated Legal Description: ASKA MANUFACTURING BSP PHASE 1

Tax Parcel Number: 32250000100

Stormwater Property:

Area in green

Approximately 24,000 sq. feet

Abbreviated Legal Description: Section 10 Township 17 Range 2W Quarter E 1/2 Less COM

1874.58F W OF NE COR S209F W209F N209 F E209F (BRIGHTON PARK GRANGE)

ALSO THAT PT OF GOV LOT 1 LYING E OF ELY LN OF PSH#1 ALSO PT TO HWY 1346

Tax Parcel Number: 12710100000



LEGAL DESCRIPTION:

(Primary Property)

That part of the southeast quarter of Section 10, Township 17 North, Range 2 West, W.M., Thurston County, Washington, described as follows:

Commencing at the south quarter corner of said Section 10, thence N 01° 56' 58" E along the west line of said southeast one-quarter 2149.85 feet; thence S 88° 03' 02" E 50.00 feet to a point on the east line of Center Street and the true point of beginning; thence S 88° 03' 02" E 312.45 feet, thence N 01° 56' 58" E 350.00 feet to the south line of 78th Avenue S.W., thence N 88° 03' 02" W 262.45 feet to a point of curvature to the left having a radius of 50.00 feet; thence southwesterly along said curve through a central angle of 90° 00' 00" an arc length of 78.54 feet to a point of tangency; thence S 01° 56' 58" W 300.00 feet to the true point of beginning.

Containing 2.50 acres

LEGAL DESCRIPTION:

(Stormwater Property)

THE NORTH 149.00 FEET OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 10; THENCE N 1°56'58" E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER 2149.85 FEET; THENCE S 88°03'02" E 50.00 FEET TO A POINT ON THE EAST LINE OF CENTER STREET AND THE TRUE POINT OF BEGINNING; THENCE S 88°03'02" E 312.45 FEET; THENCE N 1°56'58" E 350.00 FEET TO THE SOUTH LINE OF 78th AVENUE S. W.; THENCE N 88°03'02" W 262.45 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC LENGTH OF 78.54 FEET TO A POINT OF TANGENCY TO THE EAST LINE OF CENTER STREET S. W.; THENCE S 1°56'58" W 300.00 FEET TO THE TRUE POINT OF BEGINNING.

LEASE AMENDMENT NO. 5

PORT OF OLYMPIA GROUND LEASE

THIS LEASE AMENDMENT NO. 5 (this "Amendment") is made this ____ day of _____, 2025 by and between the **PORT OF OLYMPIA**, a Washington municipal corporation (the "Port" or "Lessor") and **RHA LIBERTY GROUP LLC**, a Washington company (the "Tenant" or "RHA Liberty").

WITNESSETH:

WHEREAS, the Port and Aska Company ("ASKA") entered into a Lease Agreement dated January 24, 1996 (the "Lease") with respect to that certain property owned by Port consisting of approximately 2.50 acres, having a street address of 819 78th Ave SW, Tumwater WA, having a Thurston County Tax ID number of 32250000100 and as legally described in Exhibit D to the Lease (the "Premises"); and

WHEREAS the Port and ASKA amended the Lease by Lease Amendment No. 1 dated July 23, 2001 for the purpose of adjusting the rent and surety requirement, as well as extending the term of the option for additional land; and

WHEREAS the Port and ASKA amended the Lease by Lease Amendment No. 2 dated March 23, 2006 for the purpose of adjusting the rent and surety requirement; and

WHEREAS the Lease was assigned to Harbor Wholesale Grocery, Inc. ("Harbor Wholesale") pursuant to that certain Assignment of Lease and Consent dated July 19, 2007; and

WHEREAS the Port and Harbor Wholesale amended the Lease by Lease Amendment No. 3 dated September 6, 2007 for the purposes of adjusting the rent and surety requirement; and

WHEREAS the Port and Harbor Wholesale amended the Lease by Lease Amendment No. 4 dated February 14, 2011 for the purposes of adjusting the rent and surety requirement; and

WHEREAS the Lease was further assigned to RHA Liberty pursuant to that certain Assignment of Lease and Consent dated March 23, 2018; and

WHEREAS Port and RHA Liberty now desire to amend the terms and conditions of the Lease.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED that the Lease between the parties is hereby amended as follows:

1. Paragraph 1, **LEASE SUMMARY, LEASED PREMISES** and **Exhibit D** shall be amended to reflect a reduction of the Leased Premises from 2.5 acres to 70,019 square

feet and consisting of two areas: (a) approximately 46,019 sq. feet (the “Primary Property”) and (b) approximately 24,000 sq. feet (the “Stormwater Property”) (the Primary Property together with the Stormwater Property, the “Lease Premises”), as set forth in Exhibit D to this Amendment.

2. Paragraph 1, **LEASE SUMMARY, TERM** shall be amended to extend the Term for a period of twenty (20) years beginning on February 1, 2026 and ending on January 31, 2046.

3. Paragraph 1, **LEASE SUMMARY, RENT** shall be amended and Rent, effective February 1, 2026, shall be as follows for the Primary Property and the Stormwater Property:

The Primary Property:

Term Period	Rent Adjustment	Rent per month	Leasehold Excise Tax (LET)	Surety Requirement (12 Months Rent + LET)
2/1/2026 – 1/31/2031	0.48 / sq ft	\$1,840.76	\$236.35	\$24,925.32
2/1/2031 – 1/31/2036	0.53 / sq ft	\$2,032.51	\$260.97	\$27,521.76
2/1/2036 – 1/31/2041	0.59 / sq ft	\$2,262.60	\$290.52	\$30,637.44
2/1/2041 – 1/31/2046	0.66 / sq ft	\$2,531.05	\$324.99	\$34,272.48

The Stormwater Property:

Term Period	Rent Adjustment	Rent per month	Leasehold Excise Tax (LET)	Surety Requirement (12 Months Rent + LET)
2/1/2026 – 1/31/2031	0.24 / sq ft	\$480.00	\$61.63	\$6,499.56
2/1/2031 – 1/31/2036	0.27 / sq ft	\$540.00	\$69.34	\$7,312.08
2/1/2036 – 1/31/2041	0.30 / sq ft	\$600.00	\$77.04	\$8,124.48
2/1/2041 – 1/31/2046	0.33 / sq ft	\$660.00	\$84.74	\$8,972.88

The combined Rent for the Primary Property and the Stormwater Property is as follows:

Term Period	Rent per month	Leasehold Excise Tax (LET)	Surety Requirement (12 Months Rent + LET)
2/1/2026 – 1/31/2031	\$2,320.76	\$297.98	\$31,424.88
2/1/2031 – 1/31/2036	\$2,572.51	\$330.31	\$34,833.84
2/1/2036 – 1/31/2041	\$2,862.60	\$367.56	\$38,761.92
2/1/2041 – 1/31/2046	\$3,191.05	\$409.73	\$43,209.36

Rent is in addition to, and not in lieu of the requirement to pay any concession fees or tariffs established pursuant to the Port's Minimum Standards for Commercial Activities, as amended.

Tenant shall be responsible for payment of Leasehold Excise Tax, Insurance, and Utilities as set forth in the Lease.

4. Paragraph 1, **LEASE SUMMARY, SURETY** shall be amended as follows:

The monthly surety requirement shall be the amount set forth in the tables in Paragraph 1 above for each Term Period.

5. Paragraph 17, **MAINTENANCE AND REPAIR** shall be amended and Tenant's duty to maintain and repair, including but not limited to improvements and landscaping, shall apply to both the Primary Property and the Stormwater Property.

6. Paragraph 44, **CENTER STREET IMPROVEMENTS** shall be added to the Lease as follows:

In the event that development along Center Street results in a requirement for frontage improvements pursuant to applicable federal, state, or local law, Tenant shall be responsible for its pro rata share of the associated costs. The pro rata share shall be calculated based on the Leased Premises' linear street frontage, specifically 149 feet along the north-south dimension of the east boundary. Tenant may amortize its pro rata share of such improvement costs over a period of ten (10) years.

7. Paragraph 45, **USE AGREEMENT** shall be added to the Lease as follows:

In the event an adjacent property owner seeks to utilize any portion of the stormwater infrastructure and/or area located on the Stormwater Property with respect to future development projects, Tenant shall cooperate fully with Landlord in the negotiation and execution of an use agreement (the "Use Agreement") to govern shared use of the Stormwater Property. The Use Agreement shall address, without limitation, maintenance responsibilities, cost-sharing obligations, access rights, liability allocation, and any other matters deemed necessary by Landlord. Notwithstanding the foregoing, no Use Agreement may be entered into or amended without the Landlord's prior written consent, which may be granted or withheld in the Landlord's sole discretion.

THE REST AND REMAINDER of the Lease shall remain in full force and effect and is affirmed by the parties.

[signature page follows]

WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed by an authorized representative on the date set forth below.

Dated this ____ day of _____, 2025.

LESSOR:
PORT OF OLYMPIA

TENANT:
RHA LIBERTY GROUP LLC

Name: Alexandra K. Smith
Title: Executive Director

Name: *Rozanne Garman*
Title: *Member*

Approved as to Form:

Name: Christopher Pierce-Wright
Title: General Counsel to Port

[acknowledgements page follows]

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this _____ day of _____, _____ personally appeared before me Alexandra K. Smith, to me known to be the Executive Director at the Port of Olympia, the municipal corporation named in the within and foregoing instrument and acknowledged to me that he/she signed the same on its behalf, as he/she is so authorized to do, as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

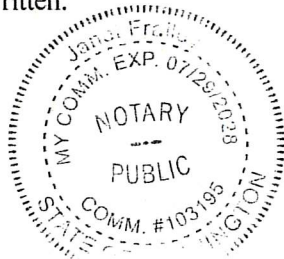
NOTARY PUBLIC in and for the State of
Washington

My commission expires: _____, 20____

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this 17 day of 9, 2025, personally appeared before me Pozanne Burman, to me known to be the President of the entity named in the within and foregoing instrument, and acknowledged to me that he/she signed the same on its behalf, as he/she is so authorized to do, as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Janet Franley
NOTARY PUBLIC in and for the State of
Washington, residing at
Olympia, WA
My commission expires: _____, 20____

RATIFICATION PROVISION

This Amendment No. 5 shall be subject, as a condition subsequent, to ratification by the Port of Olympia Commission within thirty (30) days after the date set forth on Page 2. This Amendment No. 5 shall be effective and binding on the parties until such time, and thereafter if ratified. If this Amendment No. 5 is not ratified as required herein, then it shall terminate and be of no further force and effect.

The undersigned confirms that this Amendment No. 5 was ratified by the Port of Olympia Commission on _____, 2025.

PORT OF OLYMPIA COMMISSION

By: _____

Its:_____

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this ____ day of _____, 20____, personally appeared before me _____ to me known to be the _____ of the Port of Olympia Commission, the municipal corporation named in the within and Amendment No. 5, and said person acknowledged that he/she signed the same on its behalf, as he/she is so authorized to do, as the free and voluntary act and deed of such party for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal the day and year above written.

Printed Name: _____
 Notary Public in and for the State of
 Washington
 Residing at: _____
 My commission expires: _____

EXHIBIT D The Premises

Primary Property:

Area in aqua blue

Approximately 46,019 sq. feet

Abbreviated Legal Description: ASKA MANUFACTURING BSP PHASE 1

Tax Parcel Number: 32250000100

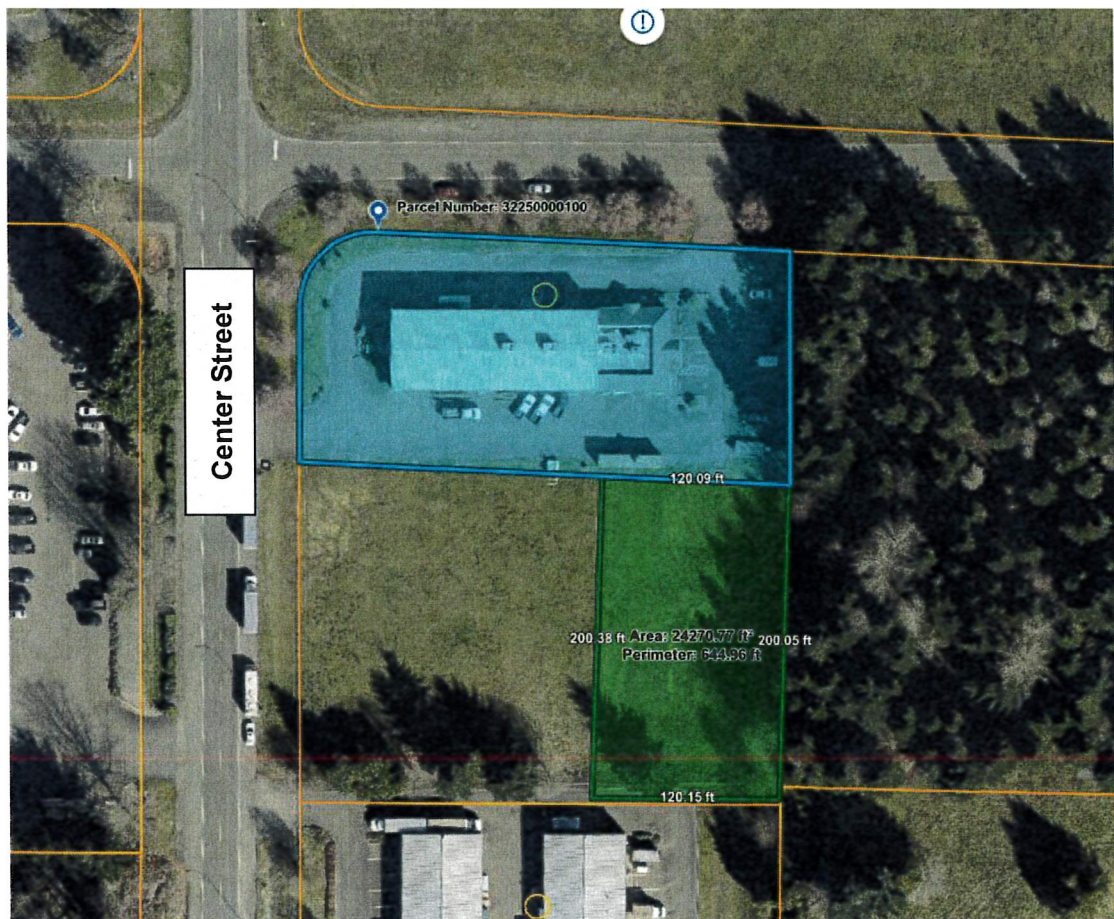
Stormwater Property:

Area in green

Approximately 24,000 sq. feet

Abbreviated Legal Description: Section 10 Township 17 Range 2W Quarter E 1/2 Less COM 1874.58F W OF NE COR S209F W209F N209 F E209F (BRIGHTON PARK GRANGE) ALSO THAT PT OF GOV LOT 1 LYING E OF ELY LN OF PSH#1 ALSO PT TO HWY 1346

Tax Parcel Number: 12710100000



LEGAL DESCRIPTION:

(Primary Property)

That part of the southeast quarter of Section 10, Township 17 North, Range 2 West, W.M., Thurston County, Washington, described as follows:

Commencing at the south quarter corner of said Section 10, thence N 01° 56' 58" E along the west line of said southeast one-quarter 2149.85 feet; thence S 88° 03' 02" E 50.00 feet to a point on the east line of Center Street and the true point of beginning; thence S 88° 03' 02" E 312.45 feet, thence N 01° 56' 58" E 350.00 feet to the south line of 78th Avenue S.W., thence N 88° 03' 02" W 262.45 feet to a point of curvature to the left having a radius of 50.00 feet; thence southwesterly along said curve through a central angle of 90° 00' 00" an arc length of 78.54 feet to a point of tangency; thence S 01° 56' 58" W 300.00 feet to the true point of beginning.

Containing 2.50 acres

LEGAL DESCRIPTION:

(Stormwater Property)

THE NORTH 149.00 FEET OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 10; THENCE N 1°56'58" E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER 2149.85 FEET; THENCE S 88°03'02" E 50.00 FEET TO A POINT ON THE EAST LINE OF CENTER STREET AND THE TRUE POINT OF BEGINNING; THENCE S 88°03'02" E 312.45 FEET; THENCE N 1°56'58" E 350.00 FEET TO THE SOUTH LINE OF 78th AVENUE S. W.; THENCE N 88°03'02" W 262.45 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC LENGTH OF 78.54 FEET TO A POINT OF TANGENCY TO THE EAST LINE OF CENTER STREET S. W.; THENCE S 1°56'58" W 300.00 FEET TO THE TRUE POINT OF BEGINNING.



September 12, 2025

MEMORANDUM

FROM: Alex Smith, Executive Director, Port of Olympia

Alex Smith

SUBJECT: Delegate Authority

During my absence September 16 – 28, 2025, I hereby delegate the authority reserved to Executive Director, Alex Smith as set forth in Executive Policy 0131 dated 03/2025, to the following:

- September 16-21, 2025 – Warren Hendrickson, Director of Operations
- September 22- 28, 2025 – Mike Reid, Director of Community and Economic Development

Per policy 0131, this delegation is specific to those named above to act on my (Alex Smith) behalf for the referenced dates only.

COVER MEMO

Briefing Date/Time: September 22, 2025

Staff Contact/Title: Alex Smith, Executive Director, 360.528.8001,
AlexS@PortOlympia.com

Subject: Colibri NW LLC Contract – Consent Action

Purpose: ☐ Information Only ☒ Decision Needed

Overview:

- This is an Action item for the Consent Calendar.

Background:

In 2024, Peter Phillips, of Colibri NW, LLC gave a presentation to the Economic Development Subcommittee of the Port of Olympia Citizens Advisory Committee (POCAC). Mr. Phillips specializes in marinas, ports and marine transit, and has particular interest and expertise in passenger ferry service and electric ferry manufacturers. Mr. Phillips gave a presentation about electric hydrofoil passenger ferries and “fast ferry” service to the POCAC Subcommittee.

The presentation generated a lot of interest in pursuing an electric ferry manufacturer for the Port Peninsula, and potentially looking into electric ferry passenger service to and from Olympia. The Port retained Colibri NW to provide its expertise in exploring passenger-only fast ferry operations, clean marine manufacturing, and other maritime related industries to the Port Peninsula. Mr. Phillips was instrumental in getting Artemis ferries to bring their electric hydrofoil ferry for demonstration rides in Olympia.

The Colibri contract was for six months (January through the end of May, 2025), with a not-to-exceed amount of \$18,000. Under the contract, Colibri was paid a flat fee of \$3,000 per month. A copy of the initial 6 month contract, with the initial scope of work, is attached.

The contract was amended twice: once to extend the contract through December of 2025, and again to increase the not-to-exceed amount of the contract to \$25,000.

Colibri's August billing caused the \$25,000 total contract amount to be exceeded by \$2,000, and the September billing added another \$3,000 to what is owed Colibri under the contract. Pursuant to Port Policy 1001, the Commission must approve an increase in the amount of the contract above \$25,000.

We are seeking an increase in the total contract amount to \$30,000 to pay Colibri NW the outstanding \$5,000.

Staff will come back to the Commission with a new proposed contract for future work with Colibri NW and Mr. Phillips.

Documents Attached:

Contract 2024-1046 between the Port and Colibri NW LLC

Summary:

Colibri NW has provided the Port with advice and expertise pursuant to a contract that pays a flat monthly fee for services. The work under the contract has exceeded the authorized amount by \$5,000. Increasing the authorized amount requires Commission approval.

Staff Recommendation:

Staff seeks Commission approval to increase the Colibri NW contract amount by \$5,000, for a new not-to-exceed total of \$30,000.



**PERSONAL SERVICES CONTRACT
NO. 2024-1046
PORT PENINSULA ACTIVATION**

This Contract is made by and between the Port of Olympia, a Washington municipal corporation (hereafter referred to as the "Port") and Colibri Northwest LLC, UBI 604 646 090, (hereafter referred to as the "Consultant"), and collectively sometimes referred to as "Parties" or individually as "Party".

The Port desires to retain the Consultant to provide to provide assistance promoting economic vibrancy and community engagement at the Port Peninsula, (the "Services") which requires specialized skills and other support capabilities which the Port is not able to provide.

The Consultant has been deemed to possesses the required skills and the necessary capabilities, including technical and professional expertise, to perform the Services set forth in this Contract. The Parties agree that this Contract is consistent with applicable statutory and Port policy requirements.

Recitals

- I. The Washington State Legislature provides authority for Ports to enter into Personal Services Contracts under Chapter 53.19, of the Revised Code of Washington (RCW);
- II. The Washington State Legislature has empowered Port districts to delegate administrative powers and duties as they deem proper for the efficient and proper management of the Port's operations (RCW 53.12.270);
- III. The Port's Commission has delegated administrative powers and duties, including the ability to contract for Personal Services Contracts, to the Executive Director of the Port through Resolution 2019-06.
- IV. Personal Services are defined under RCW 53.19.010 as services provided by a consultant which involve technical expertise to accomplish a specific study, project, task, or other work. These activities and products are mostly intellectual in nature.

The Parties agree as follows:

1. Scope of Services

- 1.1. The Consultant shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof (the "Services"), as detailed in Exhibit "A".



- 1.2. All Services shall be provided according to the care and skill ordinarily used by members of the Consultant's profession practicing under the same or similar circumstances at the same time and in the same locality as the Services being performed.

2. Term.

- 2.1. This Contract is effective upon execution by an Authorized Representative for the Consultant and the Executive Director of the Port. The Consultant shall begin and complete the provision of the Services, unless sooner terminated according to this Contract, as follows:

Commencement Date:	December 01, 2024
Completion Date:	May 30, 2025

- 2.2. In the event that the mutual execution date is after the commencement date listed above, the Parties hereby agree that the Commencement date shall be used as the starting date for this Contract.

3. Compensation and Billing.

- 3.1. The Port shall pay the Consultant \$3,000.00 per month, billed on the 1st of the month, with a not-to-exceed total for this agreement of eighteen thousand dollars and zero cents and (\$18,000.00) for the initial term of this Contract.
- 3.2. The Consultant agrees to hold the Rates associated with the Contract for the entirety of the initial term unless amended upon mutual agreement. In the event that both Parties agree to extension the Consultant may request a revision of rates. The Port may request documentation of increased costs associated with the Services provided prior to approval of a revision in Consultant's rates.
- 3.3. No payment shall be made for any Service rendered by the Consultant except for Services identified in this Contract and directly related reasonable expenses as determined by the Port. The Consultant will transmit invoices to the Port no more often than once each month, for the Services and expenses pursuant to this Contract.
 - 3.3.1. All invoices shall list the actual time (days and/or hours) and dates during which the Services were performed.



3.3.2. All invoices are to be sent electronically to Contracts@portolympia.com with the invoice noting the contract number in order to be deemed complete and ready for Processing.

4. Amendments/Modifications.

4.1. Any changes to this Contract, after execution, will be made through a mutually agreed upon Amendment(s) and executed by signature of the appropriate Authorized Representatives of each Party. Any and all amendments must not conflict with the Port's policies at time of execution, or any applicable statutory requirements. Consultant is responsible for compliance with any statutory requirements applicable for the work to Consultant's work or profession.

4.2. In the event that a single or combination of Amendments is issued that will increase the aggregate value of the Contract in excess of authority delegated to the Executive Director, the Port must seek approval of the Amendment with the Commission and make said Amendment at a public meeting. Consultant understands that this Contract is a public record under the Washington Public Records Act, RCW 42.56.

5. Information Requests.

The Consultant shall furnish to the Port within a reasonable time such statements, records, report, data, and information as the Port may request pertaining to the Services and the Project. Consultant will cooperate with the Port in conjunction with any audit performed by the Washington State Auditor's Office.

6. Independent Contractor Relationship.

6.1. The Parties intend that an independent contractor relationship will be created by this Contract. The Port is interested primarily in the results to be achieved by the Services. The implementation of Services will lie solely with the discretion of the Consultant. No agent, employee, servant or representative of the Consultant shall be deemed to be an employee, agent, servant or representative of the Port for any purpose, and the employees of the Consultant are not entitled to any of the benefits the Port provides for its employees.

6.1.1. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of the Services.

6.2. In the performance of the Services, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the



Services; however, the results of the Services shall be approved by the Port and shall be subject to the Port's general rights of inspection and review to ensure the satisfactory performances of the Services

- 6.2.1. Notwithstanding, the Port may, at its sole discretion, require the Consultant to remove an employee(s), agent(s) or subcontractor(s) from providing the agreed upon Services.

7. Right to Inspection.

The Port reserves the right to, or have a third party at the Port's request, inspect, audit, or review the Services provided in this Contract at any time and determine the services performed were satisfactory prior to payment.

8. Insurance.

- 8.1. The Consultant shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the Services by the Consultant, its agents, representatives, or employees.

- 8.2. Consultant shall obtain insurance of the types described below:

- 8.2.1. Professional Liability Insurance appropriate to the Consultants profession, with limits no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.
- 8.2.2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 8.2.3. Additional insurance coverage as requested by the Port deemed necessary for the services to be performed such as, but not limited to, professional errors and omissions insurance.

- 8.3. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- 8.3.1. The Consultant's insurance coverage shall be primary insurance with respect to the Port. Any insurance, self-insurance, or insurance pool coverage maintained by the Port shall be excess of the Consultant's insurance and shall not contribute with it.



- 8.3.2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either Party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Port.
- 8.4. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- 8.5. Consultant shall furnish the Port with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant deemed adequate in the Port's sole discretion before commencement of the Services.
9. Dispute Resolution. Any controversy or claim arising related to this Contract, or the breach thereof, shall be subject to dispute resolution as described:
- 9.1. Prior to the initiation of any action or proceeding to resolve disputes between the parties, both shall make a good faith effort within 10 business days from the time the dispute first became known to both Parties to resolve any such disputes by negotiation between representatives with decision-making power, who shall not have substantive involvement in the matters involved in the dispute, unless the parties otherwise agree.
- 9.2. Failing resolution under paragraph 10.1 herein, the parties shall attempt to resolve the dispute through a mediation conducted by a person(s), or organization experienced in mediation initiated within thirty (30) days from the date of the request unless extended by Contract of both parties. If the Parties fail to agree on the appointment of a mediator or mediation service within 10 business days from the date of a mediation request initiated under this paragraph, the dispute shall be mediated by the Washington Arbitration and Mediation Service (WAMS) in Seattle, with each Party to bear its own costs, attorney fees, and one half of the mediation fee.
- 9.3. The positions expressed and mediator's recommendations, if any, shall not be admissible as evidence in any subsequent proceeding. At all times during the course of any unresolved dispute between the parties, the Consultant shall supervise, direct and perform the Work in a diligent and professional manner and without delay as provided under the terms of the Contract. The good faith completion of negotiation efforts and mediation pursuant to this Article shall be a prerequisite to the filing of any litigation. Jurisdiction and venue shall be in the Thurston County, Washington Superior Court or the Federal District Court for the



Western District of Washington, depending on the nature of the dispute. Washington State law shall be applied to any litigation that is brought that arises out of, is related to, or connected with, this Agreement.

10. Ownership of Property.

- 10.1. All property furnished by the Port for the use of the Consultant shall remain the property of the Port.
- 10.2. All documents, including drawings and specifications prepared by the Consultant pursuant to this Contract, are the instruments of service with respect to the Services and shall be owned by the Port upon payment of the Consultant fee by the Port. The Consultant shall provide the Port with both the native file formats and reproducible copies of all documents, drawings, specifications, and other work products constituting the instruments of service. The instruments of service are not intended nor represented by the Consultant to be suitable for reuse by the Port or others on extensions of the services provided for the Services, or any other project. Any reuse without written verification or adaptation by the Consultant will be at the Port's sole risk and without liability or legal exposure to the Consultant, and the Port shall indemnify and hold the Consultant harmless from all claims, damages; losses, and expenses including attorney's fees arising out of or resulting therefrom.

11. Compliance with Laws.

- 11.1. The Consultant, in the performance of this Contract, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Contract to assure quality of services.
- 11.2. Additionally, the consultant acknowledges and understands their responsibilities under WAC 415-02-325 in relation to 2008 early retirement factors and will inform the Port if there is a conflict.
- 11.3. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Contract, as well as any other tax or fee related to the Consultant's business.

12. Nondiscrimination.



- 12.1. In the performance of this Contract, Consultant will not discriminate, or allow discrimination, against any employee or applicant for employment on any of the following grounds: race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, or any other discrimination prohibited by law or Executive Order.. Consultant shall take such action with respect to this Contract as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 12.2. Additionally, Consultant will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability, or other discrimination prohibited by law or Executive Order.
- 12.3. If any assignment or subcontracting has been authorized by the Port, the assignment or subcontract shall include appropriate safeguards against discrimination meeting the requirements of this Contract.

13. Assignment/subcontracting.

- 13.1. The Consultant shall not assign its performance of the Services or any portion of this Contract without the Port's prior written consent of not less than thirty (30) days. The Port reserves the right to reject without cause any such assignment.
- 13.2. Any assignment shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- 13.3. Any technical/professional service subcontract not listed in this Contract, must have express advance approval by the Port.

14. Maintenance and Inspection of Records.

- 14.1. The Consultant shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review, or



audit, by the Port, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

- 14.2. The Consultant shall retain all books, records, documents and other material relevant to this Contract, for six (6) years after its expiration. The Consultant agrees that the Port or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. Termination.

- 15.1. Termination for Convenience. The Port may terminate this Contract, in whole or in part, at any time, by giving thirty (30) calendar days' written notice to the Consultant. Upon such termination for convenience, the Port shall pay the Consultant for all Services provided under this Contract through the date of termination, as well as any other Services specifically agreed to by the Parties in writing.
- 15.2. Termination for Cause. If the Consultant fails to perform in the manner called for in this Contract, or if the Consultant fails to comply with any other provisions of the Contract and fails to correct such failure or noncompliance within five (5) business days' written notice thereof, the Port may terminate this Contract for cause. Termination shall be effective by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default and the date of the termination. The Consultant will only be paid for Services performed in accordance with this Contract through the date of termination.

16. Notice.

- 16.1. All notices provided for in this Contract shall be sent by certified mail to the addresses designated below:

Port

Contracts Specialist
Port of Olympia
606 Columbia St. NW, STE 300
Olympia, WA 98501

Consultant

Peter Philips
Colibri Northwest LLC
PO Box 13130
Des Moines, WA 98198

- 16.2. In the event either Party needs to change the contact for notices, they shall provide in writing a new contact and the contacts information in writing to the other Party in a reasonable amount of time.

17. Attorney's Fees and Costs.



In any dispute arising from the terms or performance of this Contract, whether a lawsuit is commencing, the prevailing Party shall be entitled to recover from the other Party, in addition to any other relief to which such Party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding, including an appeal.

18. Jurisdiction and Venue.

- 18.1. This Contract has been and shall be construed as having been made and delivered within the State of Washington and shall be governed by laws of the State of Washington, both as to interpretation and performance.
- 18.2. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington, or in the United States District Court for the Western District of Washington, depending on the nature of the dispute.

19. Severability.

If any portion of this Contract is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this Contract.

20. Electronic Signature.

An electronic signature may be used with the same force and effect as a signature affixed by hand, subject to the limitations under state and federal law.

21. Entire Contract.

This Contract, including the Exhibit(s) attached, is the complete and exclusive expression of the Contract between the Parties and shall bind their successors and assigns. Any modification of this Contract shall be in writing and signed by both Parties. Failure to comply with any provision of this Contract shall constitute a material breach of contract and be cause for termination. The Parties recognize time is of the essence in the performance of this Contract. The forgiveness or waiver of the nonperformance of any provision of this Contract does not constitute a waiver of any subsequent nonperformance by a Party.

Port of Olympia Port Peninsula Activation Proposed Scope of Work for Peter Philips DRAFT

General Scope of Work

Promote economic vibrancy and community engagement at the Port Peninsula

To maximize the value of the asset to the community, consultant will seek private and public partners to complement and enhance existing port operations, activating the Port Peninsula as a destination for recreation, employment and civic engagement.

Specific Activities

- Support port staff and consultants in identifying economic development opportunities and developing community-centric assets to enhance the Port Peninsula as an economic, civic and recreational destination for the community.
- Particularly, but not exclusively, pursue and engage the following: passenger-only ferry operations, clean marine manufacturing (eg. electric boats and batteries) and small-scale commercial fishing activity: offboat fish sales and related activity.
- Assist port staff and consultants in more general marketing of the Port Peninsula to appropriate private companies, services providers and public and private partners to locate on the Port Peninsula to achieve above activation.

Specific Deliverables

I. Establish regular passenger-only ferry services from Olympia Port Peninsula

- Participate in stakeholder outreach and community engagement to educate and build support.
- Identify, engage and coordinate with vessel operations sector to develop operations and financial model for service.
- Identify legislators who can help fund service and engage where appropriate.
- Coordinate with other regional passenger vessel initiatives to forge broader coalitions working work toward common goals that result in ferry service at Port Peninsula.

Short term goal:

- Establish passenger-only pilot to run January through March and/or seasonal run

Ultimate goal:

- Engage long term operator and sustainable funding model for permanent ferry service
- Install electric car and ferry charging stations to support both commercial and community use.
- Establish operating partner(s) for charging stations and car share.

II. Entice green marine (light-industrial) manufacturing to site facilities on Port Peninsula

- Artemis and Candela are examples of green tech fast ferry and battery technology. They are among the best early candidates for green marine for the following reasons, which I'll communicate to all manufacturing candidates;

Port of Olympia Port Peninsula Activation
Proposed Scope of Work for Peter Philips
DRAFT (cont)

(As of 15 November 2024)

- Good coexistence with bike paths, parks and restaurants, as well as current port operations.
- Ferry passengers and green marine employees drive microbusinesses to serve them. Those microbusinesses also serve community at large.
- Services the same to serve fish boats and ferries

Short term goal:

- Host field trips from Artemis, Candela and others.
- Establish Port of Olympia as player in green marine sector
- Establish Port of Olympia in the public sector green marine funding discussion

Long term goal:

- Establish a clean, maritime-centric artisanal and small-scale manufacturing that integrates well into the community.

III. Encourage small fish boats to homeport in Olympia

- Secure funding for any minor infrastructure improvements necessary to make off boat fish sales economically viable for commercial fishermen. (eg ice machine, also attractive to Farmers Market)
- Identify and engage private and public funding partners: grants and private investment to benefit seafood sales at the Port Peninsula and by extension the Farmers Market.
- Solicit commercial fishing commitments for the programs.

IV. Workforce development

- Work with New Market Skill Center to establish internships and direct-to-work path between students and the maritime industry, especially internships related to water taxi service, expansion of a commercial fishing presence, and the crafts associated with the operation and maintenance of commercial vessels.
 - Vessel construction/maintenance
 - Vessel operations
 - Hospitality and retail



Commission Meeting Minutes Monday, July 28, 2025

Call to Order

Commission President Jasmine Vasavada called a regular meeting of the Port of Olympia Board of Commissioners to order and open to the public at 5:34 p.m., Monday, July 28, 2025, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

Commissioners: Jasmine Vasavada, President; Maggie Sanders, Vice President; Sarah Montano, Secretary; Amy Harding and Bob Iyall.

Staff: Alex Smith, Executive Director, Chris Wright-Pierce, General Counsel; James Sommer, Public Works Program Manager; Tina Champion, Executive Coordinator; and Missy Goodell, Commission Coordinator.

Approval of Agenda

Commissioner Sanders moved to approve the agenda. Commissioner Harding seconded the motion. Motion passed unanimously.

Executive Director Report

Alex Smith, Executive Director, reported on recent Port activities. She reported that the Port hosted 15 students from Tumwater High School's summer course, Forest and Stream Ecology where they learned about our log terminal operations, the stormwater treatment facility and the current status of Budd Inlet. The Port held a public auction for the historic Sandman tugboat. The auction will remain open for 10 days; if no qualified buyer comes forward by the end of that period, ownership of the vessel will revert to the Port. Alex announced that she will be hosting a Town Hall on Tuesday, November 12 at 5:30 p.m. in the Port's Commission room. On August 5, another free public tour of the Port's Marine Terminal will take place. Summer events continue at the Port with Harbor Days, Movies at the Marina and the South Sound Block Party coming soon.

In addition, Alex reminded everyone of the ways they can communicate with the Commission. She stated there is a great deal of information available on the Port's website and encouraged everyone to check it out.

Public Comment

Two individuals provided public comments regarding the Port Peninsula Master Plan and 2025 Port financials.

Consent Calendar

Commissioner Harding moved to approve the consent agenda as presented; Commissioner Montano

seconded the motion. Motion passed unanimously.

Pending Issues or Business

None.

Action Calendar

None.

Action/Other Calendar

None.

Advisory Calendar

Marine Drive NE Restoration – Contract Award. James Sommer, Public Works Manager, provided background information on the Marine Drive NE Restoration project. A construction bid package was published using a formal competitive bid process with the bid period closing on August 1, 2025. As of July 23, 2025, 41 firms have downloaded the bid package. At an upcoming Commission meeting, staff will recommend the Port Commission award the construction contract to the lowest responsive bidder and authorize the executive director to enter a contract with the construction firm.

The Marine Drive NE restoration project is the heavy haul freight route connecting the Port of Olympia's working waterfront to the I-5 corridor.

Commissioner Reports/Discussion

Commissioner Harding shared a quote from Johann Wolfgang von Goethe: "A person hears only what they understand."

It was suggested that standing agenda items be included on the Port Commission meeting agenda, that will serve as a touch-point for discussion. The City of Lacey does this and also includes a current report with the Commission Meeting Packet (with corresponding minutes or meeting agenda) so that the Port Commission is constantly updated on certain key items.

Commissioner Iyall reported that he recently attended and enjoyed the Washington Public Ports Association (WPPA) Commissioner Seminar; he found it very informative.

Commissioner Vasavada reported that one of the committees that she serves on, the Thurston County Economic Development Council (EDC), provides a write-up after their board meetings, and she suggested that she forward that report to her fellow commissioners for their information.

Commissioner Sanders shared exciting news about the tribal journeys of Washington State Tribes. There will be over 100 canoes landing in Lower Elwah to celebrate canoes and tribal resiliency across Washington State.

Commissioner Montano mentioned that she also enjoyed the WPPA Commissioner Seminar and learned a lot from fellow commissioners attending from around Washington State. Commissioner Montano mentioned that the Port of Olympia could use an economic impact statement update. The

cumulative impact to the community and importance of the Port's business lines will be better displayed with this type of statement. She believes that more public comment and communication is needed regarding the waterfront center planning.

Engagement with Thurston Regional Planning Council (TRPC) was shared. Alex communicated that the Port decided to partner with TRPC after original contractors working on the Port's Waterfront Master Plan took the project in a direction that the Port was not in agreement with. TRPC will essentially be the contractor for the Peninsula Master Plan. A Work Session will be held on September 15 to discuss restarting of the Peninsula Master Plan. TRPC will talk with Port Commissioners about the Scope, ensuring that it aligns with what the Commission is envisioning from the Master Plan. TRPC will then assist with public participation and opportunities for the public to provide input.

Other Business

Commissioner Harding requested future discussion of a possible amphitheater at NorthPoint as it has been well-received by other ports across Washington.

It was suggested that a fun team-building activity might be a "going back to school Commission" with kids attending, perhaps conduct a tour of the Marine Terminal before school starts.

Commissioner Vasavada would like to schedule a legislative conversation and more conversation or another work session regarding the opportunity to have an electric ferry.

Meeting Announcements

A list of upcoming events was displayed on the screen for viewers to see upcoming Commission and POCAC meetings. Executive Director Smith stated the next Commission meeting will be held on Monday, August 11, 2025, at 5:30 p.m.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Monday, July 28, 2025, regular meeting was adjourned at 6:06 p.m. by Commissioner Vasavada.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Maggie Sanders, Vice President

Sarah Montano, Secretary



Commission Meeting Minutes Monday, August 11, 2025

Call to Order

Commission President Jasmine Vasavada called a regular meeting of the Port of Olympia Board of Commissioners to order and open to the public at 5:30 p.m., Monday, August 11, 2025, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

Commissioners: Jasmine Vasavada, President; Maggie Sanders, Vice President; Sarah Montano, Secretary; Amy Harding and Bob Iyall.

Staff: Alex Smith, Executive Director, Chris Wright-Pierce, General Counsel; Warren Hendrickson, Director of Operations; Mike Reid, Director of Community and Economic Development; Tina Champion, Executive Coordinator; and Missy Goodell, Commission Coordinator.

Approval of Agenda

Commissioner Montano moved to approve the agenda. Commissioner Harding seconded the motion. Motion passed unanimously.

Executive Director Report

Alex Smith, Executive Director, reported on recent Port activities. She reported that the Commission recently came together for a retreat to discuss Commission priorities; a Staff Summer Appreciation Event will be held to recognize the hard work performed by staff; Hannah Ellis recently completed a two-year training program and was promoted to Contracts Administrator. A new IT Manager will be joining the Port team on August 27, Spencer Battersby. The last free public marine terminal tour for 2025 will be Tuesday, September 2 (reservations taken online); and 2025 Events are still going on with the South Sound Block Party (August 22-23), Harbor Days (August 29 – 31) and Movies at the Marina (August 30 – Shrek; and September 6 – Jumanji) coming soon.

In addition, Alex reminded everyone of the ways they can communicate with the Commission. She stated there is a great deal of information available on the Port's website and encouraged everyone to check it out.

Public Comment

No public comments were provided.

Consent Calendar

Commissioner Montano moved to approve the consent agenda as presented; Commissioner Harding seconded the motion. Motion passed unanimously.

Pending Issues or Business

None.

Action Calendar

None.

Action/Other Calendar

None.

Advisory Calendar

None.

Commissioner Reports/Discussion

Commissioner Harding shared a quote by Søren Kierkegaard, "There are two ways to be fooled: one is to believe what is not true, the other is to refuse to believe what is true."

Commissioner Iyall reported that he attended the Civilian Hall of Fame Induction held at Joint Base Lewis-McChord.

Commissioner Vasavada shared a quote she viewed on social media, shown as a motivational message: "You can't compete with me because I want you to win too." She reported that she recently attended and enjoyed a Port of Olympia-sponsored Music in the Park event held at the Port Plaza.

Commissioner Sanders recently attended a Community Potluck at the Gate City Schoolhouse where a Chehalis Tribal Historian spoke about the history of the Chehalis Tribe and the Gate City Schoolhouse.

Commissioner Montano will be attending the Chamber's meeting regarding the World Cup next week. She also shared that she is excited to take part in the upcoming discussion about Port environmental and climate change policies.

Other Business

Commissioner Harding had several items to discuss:

She requested an Executive Session be held on September 15, 2025, to discuss the performance of an employee. The goal of this session would be to formalize the executive director's evaluation process. An executive session will be scheduled after determining whether this fits within the OPMA provisions for Executive Sessions.

Commissioner Harding reported that waterfront property is coming on the market in the next couple of days, located north of West Bay Marina, previously used industrially by Dunlop. The property includes Department of Natural Resource leased land, as well as upland property. The Commission discussed the process of vetting properties for Port acquisition. It was decided to have Port staff vet properties they felt were worth exploring and then bring the opportunity to the Commission if it is determined to be viable.

Commissioner Harding added that the Commission wants to understand the Port of Olympia Marina's upcoming liabilities, their fee structure, and what is being planned for a sustainable marina. She added that the Commission wants to support the efforts of Port business lines sustainably.

Commissioner Harding shared that the Commission wants to understand the Port of Olympia Marina's upcoming liabilities, their fee structure, and what is being planned for a sustainable marina. The Commission wants to support the efforts of Port business lines sustainably.

Commissioner Harding would like to see the Port's overall communication strategy; how will the Port tell its story?

Commissioner Vasavada had some Other Business items as well:

She requested a Commission Work Session be scheduled in the next few months to learn what the City of Olympia is doing and planning along West Bay.

Commissioner Vasavada would like to attend other port commissioners' town hall events, and requested that the current policy be updated to allow this activity.

Commissioner Vasavada asked how we could start to collect better information about the Port's impact on the community. This includes information about the organizations that the Port does business with (for example, when the Port is negotiating a lease, inquire how many people are being employed, ask what the intentions are of the organization relative to their value proposition in the community. She would like to understand and know the demographics of the people currently being served, for example at Swantown Boatworks and the Marina.

Commissioner Montano added that she would like to have a meeting/conversation about the Port's economic impact study update. Staff will provide a recommendation statement, and time and cost estimates for this.

Meeting Announcements

A list of upcoming events was displayed on the screen for viewers to see upcoming Commission and POCAC meetings. Executive Director Smith stated the next Commission meeting will be held on Monday, September 8, 2025, at 5:30 p.m.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Monday, August 11, 2025, regular meeting was adjourned at 6:02 p.m. by Commissioner Vasavada.

Jasmine Vasavada, President

Maggie Sanders, Vice President

Sarah Montano, Secretary

DRAFT

COVER MEMO

Briefing Date/Time: September 22, 2025

Staff Contact/Title: James Sommer, Public Works Program Manager,
360.528.8005, JamesS@PortOlympia.com

Subject: Dancing Goats Port HQ Conceptual Design

Purpose: ☒ Information Only ☐ Decision Needed

Overview:

- This item is an advisory regarding a contract amendment with our on-call architectural firm, Thomas Architecture Studios. Tonight's presentation will provide a status update for our Port HQ project with Thomas Architecture Studios.
- Action will be requested at the October 14, 2025 commission meeting via the Consent Agenda.

Background:

The Thomas Architecture Studio contract (2023-1012) for on call Professional services was executed under Executive Director authority on April 1, 2023, after the competitively solicited request for qualifications was performed. Thomas Architecture Studio was selected for a contract under category D "Architecture" and category F "Project and/or Construction Management".

- The current term of the contract is through December 31, 2027, with a not to exceed amount of \$500,000.00.
- Among other projects, the Port is working with Thomas Architecture Studio to provide project design services and support for the new Port of Olympia Headquarters capital project.

Documents Attached:

- PowerPoint presentation
- Thomas Architecture Studio Statement of Qualifications

Summary and Financial Impact:

The Port is requesting the commission to authorize the Executive Director to sign a contract amendment with one of our on-call Professional Services consultants.

- The amendment is with Thomas Architecture Studio to continue providing on-call professional services by adding \$250,000.00 to the contract authority for a new total not to exceed amount of \$750,000.00.

Affected Parties:

Port staff and tenants.

Options with Pros and Cons:

This amendment provides professional services support, as needed, for the new Port Headquarters building during construction, as well as for other projects that arise throughout the duration of this contract. Without this amendment to increase spending authority, the Port may be limited in its ability to advance planned capital projects and perform tasks requiring the services outlined above.

Staff Recommendation:

Approval of an amendment to the professional services contract with Thomas Architecture Studios (Contract #2023-1012) via the Consent Agenda at the October 14, 2025 Commission meeting.




PORT of OLYMPIA
Serving All of Thurston County

Port HQ Conceptual Design

James Sommer
Public Works Program Manager
September 22, 2025




1



Today's Presentation

Advisory – No Action Requested

- History of project
- TAS Presentation
- Next Steps



2

Port HQ Conceptual Design

Port Headquarters Decision

▪ Why Port Offices?

- Location
- Cost
 - Parking ~\$12,762 annually
 - Rent ~\$432,175 annually
 - Total ~\$444,937 in 2025

▪ Building Purchase

- \$2,157,850 approved on February 10, 2025.
- Possession in March 2025.

3



3

Port HQ Conceptual Design

Staff Input

- Staff Tour
- Staff Survey
 - 22 Questions
 - 25 Responses



4



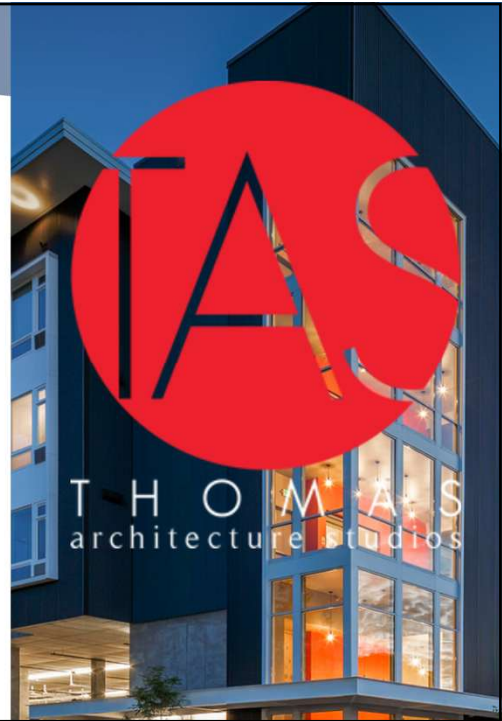
4

Port HQ Conceptual Design

Conceptual Design

- Ron Thomas –
Thomas Architecture Studios
 - Conceptual Design Drawings

5



5

Questions and Comments

6

6



T H O M A S
architecture studios

RFQ No. 2022-1000

Statement of Qualifications for

PORT OF OLYMPIA

On Call Professional Services Pool

THOMAS ARCHITECTURE STUDIOS

525 Columbia Street SW
Olympia, WA 98501

360.915.8775
www.tasolympia.com

Ron Thomas, AIA, President

March 4, 2022





March 4, 2022

Christopher Martinez
Contract & Grant Administrator
Port of Olympia
606 Columbia Street NW, Suite 300
Olympia, WA 98501

Mr. Martinez and Selection Committee:

RE: Statement of Qualifications for the Port of Olympia
On-Call Professional Services Pool/ RFQ NO. 2022-1000

Thomas Architecture Studios (TAS) is pleased to present our Statement of Qualifications to the Port of Olympia for the On-Call Professional Services Pool. Our firm's interest in on-call services is directly tied to our desire to improve our community's facilities, while continuing to be a leader in the ongoing renaissance of our region. It has been our pleasure to work alongside Port of Olympia staff over the past several years in our role as the architect for various projects such as the new Port of Olympia Administration Building, the Port of Olympia Destination Waterfront Development Vision, and Westman Mill - a mixed-use development on leased Port property.

TAS is a design-oriented architecture firm built on over 45 years of consistently successful new construction, adaptive re-use, and on-call projects focused on functional, sustainable, and safe facilities that improve and contribute to the vibrancy of our community. Our team-oriented process includes active participation and open communication among all project stakeholders. Our approach focuses on project understanding, communication, cohesive design, and delivery. Our knowledge and design creativity are well-suited for determining the best approach for a variety of on-call project types. Additionally, we excel at community outreach by providing a transparent and fully engaging approach, whether in-person or remotely. TAS currently has a staff of 19 architects, planners, project managers, and project facilitators that are highly efficient at providing our clients with personal, highly creative, on-time service.

In addition to serving as the on-call architect for the City of Olympia for the past nine years and Thurston County for the past seven years, TAS has extensive, recent relevant experience working with municipal clients on the type of architectural services you seek throughout Thurston, Pierce, Kitsap, and Lewis Counties. At times, these services have been provided through on-call contracts and others on sole-source contracts.

On-call projects are vital to our community's commitment to "maintain what we have" and ensure that management of facilities and stewardship of resources provide the foundation upon which the high quality of public service and community assets can continue to be provided. TAS is focused and positioned for exactly the type and scope of projects you anticipate, and we will strive to exceed your design and project management expectations. We look forward to continuing to work with you on Port of Olympia projects, including anything that arises from this On Call Professional Service Pool contract.

TAS has the ability to manage multiple consultants as an overall project coordinator. This ensures seamless project flow, teamwork amongst consultants, and adherence to project schedules. We position ourselves to be readily available as an invaluable resource—a team of professionals the Port can confidently turn to on an as-needed basis to meet any of your architectural or community planning and economic development needs.

Respectfully Submitted,

Ron S. Thomas, AIA, President
Thomas Architecture Studios

Amos Callender, AIA, Project Manager
Thomas Architecture Studios



ARCHITECTURAL SERVICES EXPERIENCE

TAS has been serving as on-call architects in our community for various organizations and municipalities. We offer innovative approaches and techniques to everyday design challenges. Our ability to quickly understand initial ideas from our clients and escort them through the design process is one of the many reasons why our clients continue to call on TAS.

RELEVANT PROJECT EXAMPLES

With over 30 active projects in Olympia, TAS is actively engaged in helping our community realize some of the social environmental and economic sustainability goals that have been identified over the past four decades:

- Thurston County Courthouse
- Kitsap County Courthouse
- City of Olympia On-Call
- Lewis County PUD
- Thurston County On-Call
- Life Center Christian Academy On-Call

Basic Architectural Services including: Initial concepts and evaluations; scoping; cost estimates; Schematic Design; Design Development; Construction Documents; Permitting Assistance; and Construction Administration/Construction Management.

Other Services: Programming, grant scoping and application support, public outreach, bid support, and high-quality renderings.

DEVELOPMENT OPPORTUNITIES:

We are driven by the desire to see the potential in a project, turning an opportunity into an asset. We have worked with municipalities and developers to bring to life vacant or under-utilized land, renovated industrial warehouses, and infilled mixed-use developments with office and retail space. Our Campus Lofts project is a great example of an adaptive reuse of an abandoned Class B office building to an AIA award-winning, multifamily development and reflects how TAS is *improving lives by design* within our community.



Similar to the work performed by TAS for the Port's Destination Waterfront Development Vision, TAS can provide initial assessments for potential development, ensure compliance with local jurisdictions and regulations, and provide options for the Port to consider. These initial quick studies in conceptual alternatives and development analysis leads to project scoping and cost estimates. We work with highly skilled cost estimators and provide as much detailed information as possible, resulting in a more accurate cost estimate to help inform key personnel and commissioners in their planning and decision-making process.



DESTINATION WATERFRONT DEVELOPMENT VISION 2020-2201

Project Highlights:

- Establish 13 parcels along Port waterfront property and identify potential uses for development
- Collaborate with Port Staff, Commissioners, Advisory Committee, and the public
- Community outreach to solicit feedback on project direction through remote meetings & online polls
- Continuation of work previously established in the Port's Vision 2050 Action Plan
- Work with local Port regulations and local jurisdiction to identify and record limitations or restrictions for each site
- Identify and establish connections to downtown core through gateways and connectors to spur economic development
- Manage multiple disciplines/ team members in a highly collaborative and innovative process

Our consistent track record of delivering projects on time and within budget provides our clients reassurance that TAS has their best interests in mind from inception to final inspection.





LIST OF SUB-CONSULTANTS

TAS will serve as your architect and day-to-day project manager, delivering thoughtful design solutions and bringing in technical expertise of our specialized consultants to help you achieve your project goals. We have carefully selected the following subconsultants for your on-call projects based on their strong working relationship with TAS for nearly two decades, in addition to their familiarity with working on Port of Olympia projects. If the Port has a list of preferred subconsultants, please let us know, and we will be happy to work with them.



CIVIL ENGINEERING TRAFFIC ENGINEERING

Jared VerHey, Project Manager
SCJ Alliance
8730 Tallon Lane NE, Suite 200
Lacey, WA 98516
360.352.1465
jared.verhey@scjalliance.com
www.scjalliance.com



STRUCTURAL ENGINEERING

Jeff Klein, Principal
PCS Structural Solutions
1250 Pacific Avenue, Suite 701
Tacoma, WA 98402
253.383.2797
jklein@pcs-structural.com
www.pcs-structural.com



LANDSCAPE ARCHITECTURE

John Payne, ASLA, RLA, ISA, Principal
SiteWorks
3720 Reading Street SE
Olympia, WA 98501
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jpayne@siteworkscm.com
www.siteworkscm.com



MECHANICAL/ ELECTRICAL ENGINEERING AND PLUMBING

Rick Hultz, PE, Principal
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www.hultzbhu.com



LAND SURVEY

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foresight@localaccess.com



LAND SURVEY

Blair Prigge, PLS, EIT
MTN2COAST, LLC
2320 Mottman Road SW, Suite 106
Tumwater, WA 98512
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blair@mntn2coast.com
www.mtn2coast.com



GEOTECHNICAL ENGINEERING

Luke McCann, Principal Engineering Geologist
Quality GEO NW, PLLC
4631 Whitman Lane SE, Suite D
Lacey, WA 98513
360.878.9705
luke@qualitygeonw.com
www.qualitygeonw.com



COST ESTIMATING

Bill Acker, Owner
Bill Acker Consulting Services
13494 Eastbrook Drive SW
Port Orchard, WA 98367
360.895.1756
bill@fargwatt@harbornet.com
www.billackerconsulting.com





PROFESSIONAL REFERENCES

PORT OF OLYMPIA

Sam Gibboney, Executive Director

360.528.8001 | samg@portolympia.com

www.portolympia.com

606 Columbia St. NW, Suite 300
Olympia, WA 98501

Destination Waterfront Development Vision: Master planning for under utilized property on Port Peninsula in downtown Olympia. Large scale public outreach, and coordination with advisory panel & Port commissioners.

Admin Building: Schematic Design planning for new Port headquarters including main operations, support space, meeting & training spaces.

Scope of Services: concept design, master planning, schematic design, program confirmation, construction costs & total project cost estimates, public opinion surveys, commissioner presentations, public outreach

KITSAP COUNTY

Karen Goon, Administrator

360.337.4403 | kgoon@co.kitsap.wa.us

www.kitsapgov.com

614 Division Street, MS-4
Port Orchard, WA 98366

New Courthouse Master Plan & Design, Space Needs & Feasibility Assessment, Courtroom & Energy Improvements

Scope of Services: concept design, master planning, schematic design, program confirmation, technical committee coordination, construction costs & total project cost estimates, commissioner presentations, public outreach

THURSTON COUNTY

Rick Thomas, Project Manager

360.791.8449 | thomasr@co.thurston.wa.us

www.thurstoncountywa.gov

2000 Lakeridge Drive SW
Olympia, WA 98502

New Courthouse & Civic Center : Comprehensive Comparative Feasibility Study & Informed Public Outreach, Courthouse Renovations vs. Replacement, Comparative Feasibility Study, Thurston County Space Needs Assessment

Scope of Services: concept design, comparative analysis, master planning, schematic design, program confirmation, construction costs & total project cost estimates, advisory panel coordination, commissioner presentations, public outreach presentations





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