



Serving All of Thurston County

Commission Meeting

Monday, Jan. 8, 2024

5:30 PM

Percival Plaza - Olympics Room

626 Columbia Street NW

Olympia, WA 98501

The meeting agenda is available on the Port's website as of Jan. 2, 2024.

<https://www.portolympia.com/commission>

The public may join the meeting from their computer, tablet or smartphone at:

<https://us02web.zoom.us/j/82643754702>

or Telephone: 1 253 215 8782

Webinar ID: 826 4375 4702

Written public comments 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.

Verbal public comment is accepted in person at the meeting.

If you are attending the meeting via Zoom, you may raise your hand during the meeting to give public comment.

For those listening by phone, press *9 if you wish to raise your hand and provide comment.

AGENDA

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

Individual public comments are limited to 3 minutes per person. Members of the public may comment on agenda items and other port business.

NOTE: Guidelines for public comment can be found in the Commission Rules in Resolution 2022-09 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.

Port of Olympia Mission

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

F. Consent Calendar

1. Airport Land Lease: Washington Department of Natural Resources: Warren Hendrickson, Director of Operations
2. CBC #2 Roof Replacement Final Acceptance: James Sommer, Capital Assets Program Manager
3. Bills and Vouchers for October 2023, Batch #40-43.5

Warrants over \$200,000:

Dalton Olmsted & Fuglevand: \$200,226.14

Leasehold Tax: \$277,525.63

4. Minutes: May 8, 2023; and September 25, 2023.

G. Pending Issues or Business

1. None

H. Action Calendar

1. None

I. Action/Other Calendar

1. Election of Officers: Camille St. Onge, Director of Strategic Initiatives and Commission Affairs
2. Approval of Annual Calendar: Camille St. Onge, Director of Strategic Initiatives and Commission Affairs
3. Surplus Property Resolution: Ben McDonald, Director of Human Resources and Administration
4. Public Comment on Action/Other Calendar

J. Advisory Calendar

1. Habitat Conservation Plan: Shawn Gilbertson, Director of Environmental Planning and Programs
2. 2024 Legislative Agenda: Camille St. Onge, Director of Strategic Initiatives and Commission Affairs
3. Public Comment on Advisory Calendar

K. Commissioner Reports/Discussion

L. Other Business

M. Meeting Announcements

N. Adjourn

COVER MEMO

Briefing Date/Time: Jan. 8, 2024

Staff Contact/Title: Warren Hendrickson, Director of Operations,
360.528.8050, warrenh@portolympia.com

Subject: WA Department of Natural Resources Lease Approval

Purpose: ☐ Information Only ☒ Decision Needed

Overview:

This is a Consent agenda item before the Commission. Consent approval requested.

Background:

The Port and Washington Department of Natural Resources (DNR) entered into a Ground Lease Agreement on October 27, 2005, covering specific premises owned by the Port at Olympia Regional Airport and leased to DNR for maintenance and line service of DNR aircraft. New leases under identical circumstances were adopted in 2011 and again in 2018.

The Port and DNR wish to continue this long-standing lease arrangement under the same conditions with a new five (5) year ground lease through June 30, 2028. Included in this new lease is a lessee option to extend the lease an additional five (5) years through June 30, 2033.

Port Policy 1101 requires Commission approval for all leases greater than one year in duration.

Documents Attached:

2023 Ground Lease Washington Department of Natural Resources (DNR).

Financial Impact:

Current annual lease revenue: \$26,485.20.

Annual rate increase April CPI-U plus three percent (3%) not to exceed seven and one-half percent (7.5%) annually.

Affected Parties:

Port of Olympia

Washington State Department of Natural Resources

Staff Recommendation:

Port Commission approval to authorize the Interim Executive Director to execute the 2023 Ground Lease with Washington Department of Natural Resources.

AFTER RECORDING RETURN TO:
WA STATE DNR
1111 Washington Street SE
Mail Stop 47031
Olympia, WA 98504-7031
Attention: Wayne Skill

Lease No. 93-106273
Olympia
Page 1 of 9
Date: 12/15/2023

LEASE

This LEASE is made and entered into between Port of Olympia, a Washington Corporation whose address is 606 Columbia Street NW, Suite 300, Olympia, WA 98501 for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the State of Washington, Department of Natural Resources, hereinafter called the Lessee, in accordance with RCW 43.82.010.

WHEREAS, the Department of Natural Resources is granted authority to lease property under RCW 43.82.010;

WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this Lease;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

LEASED PREMISES

1. The Lessor hereby leases to the Lessee the following described premises:

Tax Parcel Number: 38400000205

Common Street Address: 7613 Old Highway 99

Approximately 1.158 acres of land legally described as follows: That portion of the northwest quarter of Section 11, Township 17 North, Range 2 West, W.M., Thurston County, Washington; lying within the Olympia Airport and described as follows:

Commencing at the centerline intersection of Taxiway 2 and Hardstand 22 (said Hardstand known in 1995 as the entrance to Gower Flying Services) as shown on Airport Drawing N-12 (said Airport Drawing available for public viewing at the Port of Olympia, 606 Columbia Street NW, Suite 300, Olympia, WA 98501), said intersection designated as Station 48+00: thence N36 degree 30' 45" W along Taxiway 2, 1440.34 feet to Station 33+59.66; thence N52 degrees 31' 29" E 349.70 feet to an iron pipe at the Northwesterly corner of the tract leased to the Washington State Department of Natural Resources in May 1962; thence continuing N 52 degrees 31' 29" E 20.85 to the POINT OF BEGINNING; thence N 52 degrees 31' 29" E 233.95; thence S 37 degrees 29' 31" E 214.000 feet; thence S 52 degrees 31' 29" W 237.54 feet; thence N 36 degrees 30' 45" W 214.05 feet to the POINT OF BEGINNING.

TERM

2. The term of this Lease shall be five (5) years, from July 1, 2023 through June 30, 2028, unless terminated sooner under the terms of this Lease.

USE

3. The premises (land only), shall be used by the Washington State Department of Natural Resources and/or other state agencies for the following purpose(s): House the Lessee owned Aircraft Maintenance Shop, Aircraft Storage, Aircraft Line Service, Aviation Maintenance and Aircraft Operations as defined in the Minimum Standards for Commercial Activities for the Olympia Regional Airport and no other purpose.

Aircraft are not to be parked on the taxi lane so as to prevent the passage of other aircraft or vehicles. Cooperation must be maintained with neighboring occupants in the use of the common taxi lane.

Storage of non-aeronautical vehicles will be in designated areas only. Parking and storage of non-aeronautical vehicles (cars, trucks, trailers, watercraft, etc.) inside the Air Operations Area (AOA) is prohibited. This area includes the ramp, hangar, taxi lanes; tie down areas and the Aircraft Movement Area and all areas inside the Airport fence. Only service vehicles or vehicles carrying passengers, baggage and freight to and from the aircraft are temporarily permitted in the ramp area for the sole purpose of servicing, loading and unloading the aircraft. The speed limit in the area is 10 mph, with aircraft having the right of way.

Storage of aeronautical related equipment will be in designated areas only. Storage for non-aeronautical equipment or structures inside the Air Operations Area (AOA) is prohibited. This area includes the ramp, hangar, taxi lanes; tie down area and the Aircraft Movement Area and all areas inside the airport fence. The Port shall approve location and construction of any permanent storage facilities. Lessee shall provide (30) days advance request for approval of storage improvements. Location and placement of temporary storage structures such as commercial storage containers and the duration of such placement shall be approved by the Port. Lessee shall provide thirty (30) days advance request for approval of temporary storage improvements.

Employee and visitor parking shall be located outside of the Air Operations Area.

Without limiting the generality of the foregoing provision and without limiting any other applicable provisions, rules or regulations affecting the use of the premises, Lessee shall specifically comply with the following provisions: Airport Rules and Regulations and Minimum Standards for Commercial Activities for the Olympia Regional Airport.

Additionally, the Lessee shall abide by the following Operational Improvements and Limitations:

- A. Any hover or bucket training shall be conducted in Helicopter Area 2 at or south of Taxiway Golf or east of Taxiway W west of Runway 17-35.
- B. Helicopter departure and approach routes shall be over paved surfaces.
- C. No helicopters shall be parked on the grass north of the approved leasehold area.
- D. Avoid overflight of parked aircraft and temporary fencing associated with the Annual Olympic Airshow.
- E. Remove non-aeronautical vehicles and equipment from the air operations area.
- F. Aircraft hot refueling operations require prior coordination and approval from the Airport Senior Manager.

RENTAL RATE

4. The Lessee shall pay rent to the Lessor for the premises at the following rate:

Two Thousand Two Hundred Seven Dollars and Ten Cents \$2207.10 per month

Vouchers for payment shall be submitted at the end of each month for that month's payment, and upon submission of properly executed vouchers submitted to:

WA State DNR
7515 Terminal Street SW
Tumwater, WA 98501
Attention: Neva Johnson
neva.johnson@dnr.wa.gov
360-480-6977

Rent shall be automatically adjusted on the first day of each fiscal year by the percentage change in the Consumer Price Index (CPI) for Urban Wage Earners & Clerical Workers, Seattle-Tacoma-Bellevue Urban Area during the preceding 12 month period from April to April plus Three Percent (3%), all items issued by the Bureau of Labor Statistics of the US Department of Labor, or a successor index, or most comparable index if such index is no longer published, plus three percent (3%) provided, however, that in no event shall the automatic adjustment exceed an increase of seven and one half percent (7.5%) in one year, and in no event shall the annual minimum rent for any one (1) year period be less than the annual minimum rent for the immediately preceding one (1) year period. The adjustment amount shall be calculated based on the CPI figures for the preceding full calendar year; the adjustment amount shall be multiplied by the minimum rent paid for the immediately preceding year; and the resulting adjusted minimum rent shall be effective as of the first day of July.

The rent 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.

Rent shall commence upon execution of this Lease agreement and be effective July 1, 2023.

EXPENSES

5. During the term of this Lease, Lessor shall pay all real estate taxes, all property assessments, insurance, and storm water.

MAINTENANCE AND REPAIR

6.1 The Lessor shall maintain the premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee's clients, agents or employees. For the purposes of maintaining and repairing the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the site. Lessee owns the structure, and maintenance and repair obligations for the structure shall be the responsibility of the Lessee. The Lessor maintenance responsibilities for the site include drainage, fencing and continuous satisfaction of all governmental requirements generally applicable to similar sites in the area.

6.2 Lessor shall mow grass areas in conjunction with mowing of other Airport grounds as is seasonally necessary and submit invoices per instance to the billing address noted above in Section 4.

ASSIGNMENT/SUBLEASE

7. The Lessee may NOT assign this Lease or sublet the premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Lessee shall not permit the use of the premises by anyone other than the Lessee, such assignee or sublessee, and the employees, agents and servants of the Lessee, assignee, or sublessee.

7.1 Upon any sublease of the Premises or any part thereof, Lessee shall include the following provision in the sublease:

Port Ground Lease. Lessee understands, acknowledges, and agrees that Lessor's right to the real property on which the Premises are located are pursuant to a Ground Lease between Lessor and the Port of Olympia, a copy of which is attached as an Exhibit hereto. Lessee understands, acknowledges, and agrees that it shall be bound by all provisions in the Ground Lease to which Lessor is subject, including but not limited to provisions related to protection of air space, environmental provisions, and any limitation on use of the property and Premises. Lessee acknowledges that it has had an opportunity to review the Ground Lease in its entirety and takes no exceptions to any provision therein.

RENEWAL/CANCELLATION

8. The Lease may, at the option of the Lessee, be extended for an additional five (5) years.

It is provided, however, that there is expressly reserved to the Lessee the right and option to terminate this Lease and to relinquish and give up said premises by giving written notice to the Lessors at least one hundred eighty (180) days prior to the effective date of such termination, in which event rent shall be prorated to the date of termination.

In the event the Lessee elects not to renew this Lease, Lessee shall provide written notice to the Lessor of such action one hundred eighty (180) days prior to the expiration date of the Lease. It will then be the responsibility of the Lessee to remove or sell such improvements, the Port of Olympia Commission shall have the option to approve purchaser, which approval shall not be unreasonably withheld.

a. Except as otherwise agreed to in writing by the Port, in its sole and absolute discretion, with in sixty (60) days after the expiration of earlier termination of this Lease (including any and all extensions or renewals thereof), the Lessee shall at Lessee's expense remove, demolish or clear off from the Premises all improvements and all property owned by Lessee and after such removal or clearance shall restore the surface of the ground to a properly graded, filled, compacted, level and uniform condition free from all debris, and in accordance with all applicable law and all provisions of this Lease, including but not limited to Hazardous Substances.

b. If the Port, in its sole discretion elects to have all or any portion of the improvements remain on the Premises, then title to the same shall automatically pass to the Port, free of any right, title, or interest of Lessee therein, or its successors or assigns, without the necessity of executing any further instrument and without any allowance, compensation, or payment by the Port. Lessee hereby grants and conveys to the Port all of its right, title and interest in and to such improvements, to be effective for all purposes only upon the expiration or termination of this Lease and

the Port's election to have such improvements remain upon the Premises. Upon such election by the Port, Lessee further agrees to execute, acknowledge and deliver to the Port contemporaneously with the expiration or termination of this Lease, a proper recordable instrument quit claiming and releasing to the Port to any right, title and interest of Lessee in and to the Premises and in and to all improvements remaining on the Premises pursuant to the election of the Port, and agrees to give such further assurances of title as may be required by the Port.

PAYMENT

9. Any and all payments provided for herein when made to the Lessor by the Lessee shall release the Lessee from any obligation therefor to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

10. Lessor is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

FIXTURES

11. The Lessee shall have the right during the existence of this Lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remains the property of the Lessee and may be removed therefrom by the Lessee upon the termination of this Lease. Any damage caused by the removal of any of the above items shall be repaired by the Lessee.

ALTERATIONS/IMPROVEMENTS

12. In the event the Lessee requires alterations/improvements during the term of this Lease, any renewals and/or modifications thereof, the Lessor shall have the right to provide such services. If required by state law, the Lessor shall pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor & Industries. If the Lessee considers Lessor's proposed costs for alterations/ improvements excessive, Lessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Lessee shall have the right at its option to select one alternative contractor whom the Lessor shall allow to provide such services for the Lessee in compliance with the Lessor's building standards and operation procedures.

PREVAILING WAGE

13. Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

DISASTER

14. In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Lessor(s) neglects and/or refuses to restore said premises to their former condition, then the Lessee may terminate this Lease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored

to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

NO GUARANTEES

15. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. Any amendment or modification of this Lease must be in writing and signed by both parties.

REIMBURSEMENT FOR DAMAGE TO PREMISES

16. The Lessee hereby agrees to reimburse the Lessor for damages caused by the negligence of its employees, clients and agents, but in no event shall this paragraph be construed as diminishing the Lessor's duty to make repairs as set forth in preceding paragraphs of this Lease, or as making Lessee responsible for the repair of normal wear and tear.

HAZARDOUS SUBSTANCES

17. Lessor warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation.

Lessor shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Lessee.

BINDING AUTHORITY

18. It is further understood that this Lease shall not be binding upon the State of Washington, Department of Natural Resources, unless signed by the Lessee's Commissioner or his/her designee.

CANCELLATION/SUPERSESION

19. This Lease cancels, supersedes and replaces previous lease and subsequent amendments to the lease dated May 30, 2018 and all modifications made thereto.

WITHHOLDING OF RENT PAYMENTS

20. If the Lessor fails to maintain, repair and/or improve the premises as set forth herein, the Lessee may withhold ten percent (10%) of rent payments until such time as Lessor completes deficient maintenance, repair and/or improvements. Upon documentation of Lessor's noncompliance with maintenance, repair and/or improvement provisions the Lessee shall provide Lessor with a list of deficient maintenance, repair and/or improvement items and notify Lessor of intent to withhold rent payment until deficient maintenance, repair and/or improvements have been completed. Lessee shall place all withheld rent payments in an interest bearing account. Withheld rent payments plus accrued interest will be remitted to Lessor once Lessee verifies that Lessor has satisfactorily completed all maintenance, repair and/or improvements. Nothing in this provision shall limit other remedies which may be available to Lessee under this Lease.

CONDEMNATION

21. If all the premises or such portions of the Building as may be required for the reasonable use of the premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the premises and all rentals shall be paid to that date. In case of a taking of a part of the premises, or a portion of the Building not required for the reasonable use of the premises, at Lessee's determination, then the Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages and awards in connection therewith, except Lessee shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits.

HOLDING OVER

22. If Lessee remains in possession of the premises after the expiration or termination of the Lease term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease or such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

CAPTIONS

23. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

NOTICES

24. Wherever in this Lease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: The Port of Olympia
606 Columbia Street NW, Suite 300
Olympia, WA 98501

LESSEE: Department of Natural Resources
Enterprise Services
1111 Washington Street SE
Mail Stop 47031
Olympia, WA 98504-703

AND: Department of Natural Resources
Aviation Program, Wildfire Division
7515 Terminal Street SW
Tumwater, WA 98501

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

Port of Olympia

STATE OF WASHINGTON, DEPARTMENT OF
NATURAL RESOURCES

By: _____
Rudy Rudolph
Title: _____
Interim Executive Director
Date: _____

By: _____
Brule Burkhart
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Assistant Attorney General
Date: _____

MULTI USE JURAT

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20____ before me personally appeared _____ and said person(s) acknowledged that _____ signed this instrument, and on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

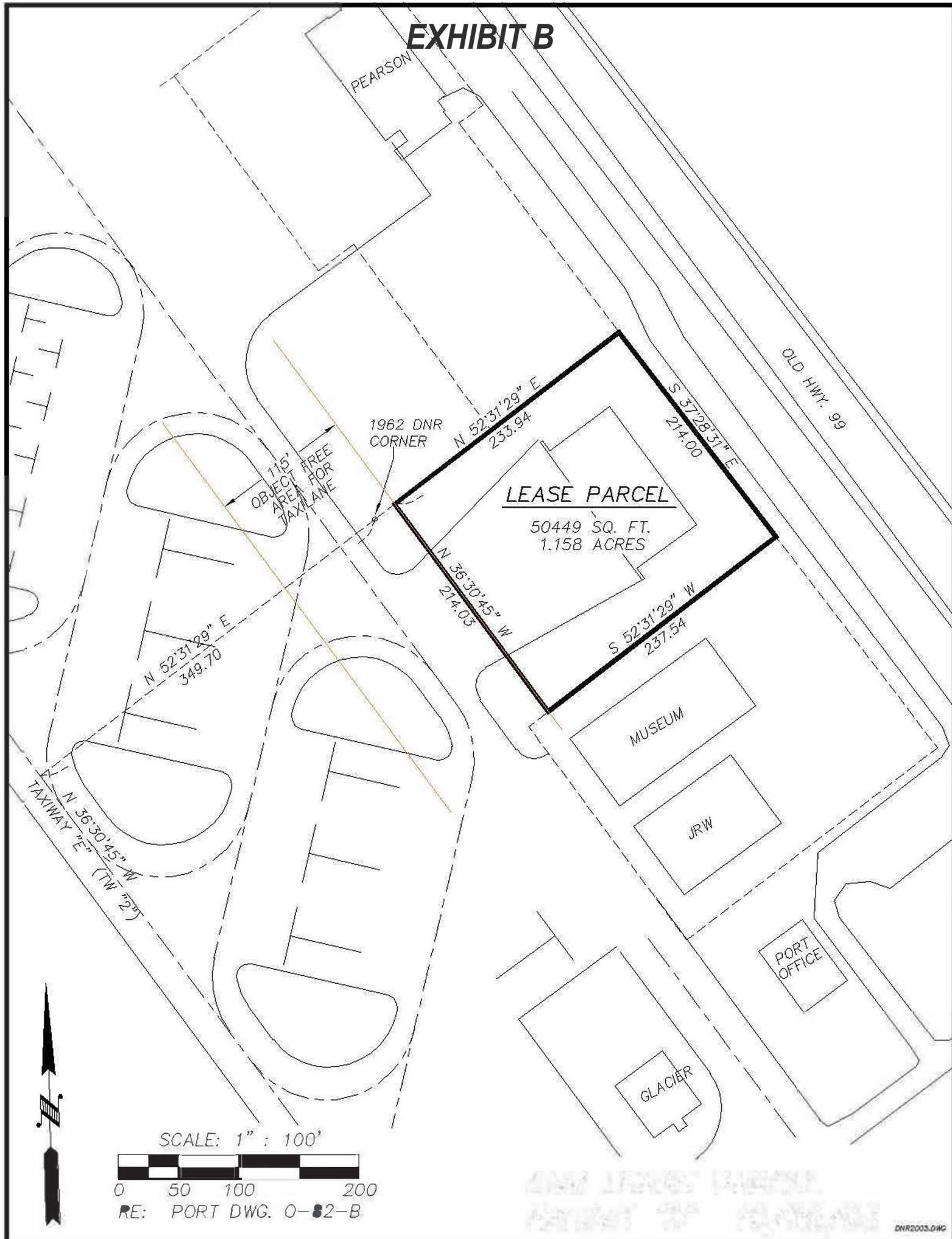
In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

Exhibit A



EXHIBIT B



COVER MEMO

Briefing Date/Time: Jan. 8, 2024

Staff Contact/Title: James Sommer, Capital Assets Program Manager,
360.528.8005, JamesS@portolympia.com

Subject: CBC Building 2 Roof Replacement – Final Acceptance

Purpose: ☐ Information Only ☒ Decision Needed

Overview:

This is a Consent agenda item before the Commission. Approval requested.

Background:

In 2019 an Asset Assessment of port-owned buildings and properties was completed. The Assessment included facility condition assessments of 41 structures and their associated site improvements, structural, building envelope, mechanical and electrical systems; and it evaluated 16 properties for civil and electrical site improvements. Recommended improvements to these assets were identified and estimated, including minor and major repairs, as well as life-cycle/replacement costs, for a ten-year period of time, from 2020 to 2030.

The Asset Assessment included an evaluation of all three buildings at the Lacey Commerce Business Center (CBC). Each building had recommended repairs to their roof structures identified for calendar year (CY) 2023, and Buildings 2 and 3 had roof replacements programed for 2030. Throughout 2020 and 2021, repairs were made as needed, however, in December of 2021 and January of 2022, significant rain and snow events caused leaking into tenant spaces in Building 2 & 3. During this time, Port maintenance staff implemented several interim measures to remedy the leaks until roof replacements could be performed. Building 3 roof replacement was completed in early 2023 and the building 2 roof replacement project immediately followed.

Following the bid opening on August 31, 2023, the Commission awarded the CBC Building 2 roof replacement project to the lowest responsible bidder, Chehalis Sheet

Metal, in the amount of \$326,310.00, including Washington State Sales Tax (WSST), at the September 11, 2023, Commission meeting.

Project Timeline:

- Aug. 17, 2023 – Bids solicited
- Aug. 31, 2023 - Bids opened
- Sep. 11, 2023 – Project awarded to Chehalis Sheet Metal
- Nov. 1, 2023 – Construction began
- Dec. 4, 2023 – Final inspection walkthrough completed with engineer of record
- Dec. 15, 2023 – Substantial completion

There was one change order approved during the term of the project (for additional subroof plywood sheeting and lumber) that resulted in an overall increase in total project cost. The below table summarizes the project costs.

| | |
|---|--|
| Engineer's Estimate | \$265,000 - \$331,000 (not including WSST) |
| Low Bid Award: Chehalis Sheet Metal | \$298,000 (not including WSST) |
| Total Value of Change Order #1 | \$ 18,000 |
| Total Adjusted Project Cost | \$316,000 (not including WSST) |
| Final Project Cost (WSST @ 9.5%) | \$346,020.00 |

Port staff requests the Commission provide “Final Acceptance” of the project at tonight’s meeting. This approval allows the Port to pay the contractor (minus the required retainage at 5% of the project cost, not including sales tax), and file a Notice of Completion with applicable state agencies who then verify that statutory requirements for this public works project have been met (payment of prevailing wages, appropriate taxes and fees, etc.). Upon Port receipt of certification from the state agencies, the final retainage amount will be paid by the Port to the Contractor, at which point the project will be completed.

Documents Attached:

Change Order #1

Staff Recommendation:

Authorize “Final Acceptance” of the work performed under contract 2023-1026 – CBC Building 2 Roof Replacement and authorize payment in the amount of \$346,020.00.



"Dedicated to your comfort"

Change Order #1

Chehalis Sheet Metal
350 SW Riverside Drive
Chehalis WA 98532
Phone: 360-748-9221
Fax: 360-748-4950

3402

INVOICE

DATE

12/18/2023

0526

INVOICE #

0000075251

R23-157

CUST #

0016300

07

BILL TO:

Port Of Olympia
606 Columbia St NW
Olympia WA 98501

SHIP TO:

Port Of Olympia
2633 Willamette Dr NE
Lacey WA 98516

| P.O. NUMBER | | TERMS | SALES PERSON | |
|-------------|--|------------|--------------|--|
| | | ON RECEIPT | 0484 | |
| QUAN | DESCRIPTION | PRICE EACH | AMOUNT | |
| 1.00 | Change Order: used 52 sheets of plywood, 10 where included in orginial bid. (material cost = \$4200. and labor =\$4200.) | 8,400.00 | 8,400.00 | |
| 1.00 | Change Order : used 800 feet of 2x6 primed boards replacement (material cost =\$4800. Labor to put on =\$4800.) | 9,600.00 | 9,600.00 | |
| SUBTOTAL | | | \$18,000.00 | |
| TAX | | | \$1,710.00 | |
| TOTAL | | | \$19,710.00 | |

Payable upon receipt. 1% Finance Charge added per month on unpaid balance. Visit us at www.chehalissheetmetal.com

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING, Batch # 40-43.5
October

GENERAL FUND

| | |
|---|---------------------|
| COMPUTER PREPARED | 763,697.07 |
| BOND ACCOUNT PAYMENTS | - |
| VOIDED WARRANT(S) / ELECTONIC PAYMENT(S) | (6,407.46) |
| PAYROLL | |
| ELECTRONIC PAYMENTS | 621,116.82 |
| TOTAL GENERAL FUND WARRANTS, BOND ACCOUNT WARRANTS & ELECTRONIC PAYMENTS: | <u>1,378,406.43</u> |

General Fund Warrants Issued: 088017-088202
Electronic Payments Issued: 001147-001167
Bond Account Warrants Issued:
Payroll Warrants Issued:

081158,081248, 081901,
081935, 082196, 082320,
082534, 082551, 083159,
083248, 083689, 083707,
083933, 084451, 084722,
084759, 084850, 085092,
082919

Voided Warrant(s):

Voided Electronic Payment(s):

Zero Warrants: 010011, '010055-010072

We the undersigned Board of Commissioners of the Port of Olympia, Olympia Washington, do hereby authorize the issuance of the warrants described above.

Total Warrants: \$1,378,406.43

Warrants over \$200,000: 088099-Dalton, Olmsted & Fuglevand-\$200,226.14
001164-Leasehold Tax-\$277,525.63

Amy Harding, Commission President

Joe Downing, Commission Vice President

Rudy Rudolph, Interim Executive Director

Charles Iyall, Commission Secretary

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING
October

Batch #:
40

WARRANTS ISSUED:

| | |
|---|---------------|
| COMPUTER PREPARED issued week ending 10/06/23 | 177,898.05 |
| COMPUTER PREPARED | 088017-088080 |
| Voided Warrant(s) | |
| Zero Warrant(s) | |

PROJECTS:

COMPUTER PREPARED
Voided Warrant(s)

ELECTRONIC PAYMENTS:

Electronic Payments, issued week ending 10/06/23
COMPUTER PREPARED
Voided Warrant(s)

ACH NUMBERS:

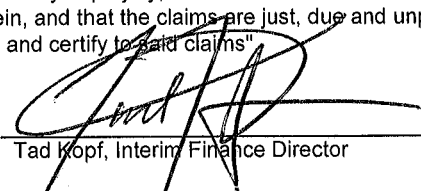
001147-001149

38,767.78

TOTAL WARRANTS

\$ 216,665.83

RCW 42.24.080: "I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims"


Tad Kopf, Interim Finance Director

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING
October

Batch #:
41

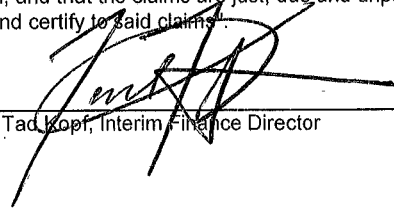
| | | |
|--|------------------|------------|
| WARRANTS ISSUED: | WARRANT NUMBERS: | |
| COMPUTER PREPARED, Issued week ending 10/13/23 | | 408,194.44 |
| COMPUTER PREPARED | 088081-088140 | |
| Voided Warrant(s) | | |
| Zero Checks | | |

PROJECTS:
COMPUTER PREPARED
Voided Warrant(s)

| | | |
|--|--------------|-----------|
| ELECTRONIC PAYMENTS: | ACH NUMBERS: | 24,864.89 |
| Electronic Payments, issued week ending 10/13/23 | | |
| COMPUTER PREPARED | 01150-001152 | |
| Voided Warrant(s) | | |

| | |
|----------------|----------------------|
| TOTAL WARRANTS | <u>\$ 433,059.33</u> |
|----------------|----------------------|

RCW 42.24.080: "I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims."



Tad Kopf, Interim Finance Director

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING
October

Batch #:
42

WARRANTS ISSUED:

COMPUTER PREPARED, Issued week ending 10/20/23
COMPUTER PREPARED
Voided Warrant(s)
Zero Checks

WARRANT NUMBERS:

088141-088167
010055

104,490.93

PROJECTS:

COMPUTER PREPARED
Voided Warrant(s)

ELECTRONIC PAYMENTS:

Electronic Payments, issued week ending 10/20/23
COMPUTER PREPARED
Voided Warrant(s)

ACH NUMBERS:

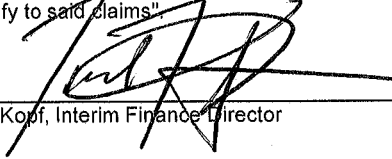
01153-001154

24,963.79

TOTAL WARRANTS

\$ 129,454.72

RCW 42.24.080: "I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims."


Tad Koof, Interim Finance Director

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING
October

Batch #:
43

WARRANTS ISSUED:

COMPUTER PREPARED issued week ending 10/27/23
COMPUTER PREPARED
Voided Warrant(s)
Zero Checks

WARRANT NUMBERS:

088168-088202

73,113.65

PROJECTS:

COMPUTER PREPARED
Voided Warrant(s)

-
-

ELECTRONIC PAYMENTS:

Electronic Payments, issued week ending 10/27/23
COMPUTER PREPARED
Voided Warrant(s)

ACH NUMBERS:

01155-01161

165,287.89

TOTAL WARRANTS

\$ 238,401.54

RCW 42.24.080: "I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims"



Tad Kopf, Interim Finance Director

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING
October

Batch #:
43.5

WARRANTS ISSUED:

COMPUTER PREPARED issued week ending 10/31/23
COMPUTER PREPARED

WARRANT NUMBERS:

081158, 081248, 081901,
081935, 082196, 082320,
082534, 082551, 083159,
083248, 083689, 083707,
083933, 084451, 084722,
084759, 084850, 085092,
082919
010011, '010056-010072

Voided Warrant(s)
Zero Warrant(s)

(6,407.46)

PROJECTS:

COMPUTER PREPARED
Voided Warrant(s)

ELECTRONIC PAYMENTS:

Electronic Payments, issued week ending 10/31/23
COMPUTER PREPARED
Voided Warrant(s)

ACH NUMBERS:

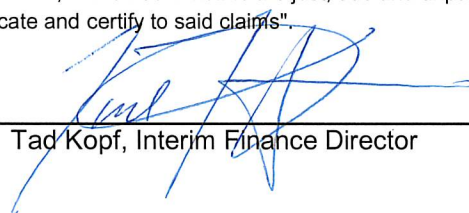
001162-001167

367,232.47

TOTAL WARRANTS

\$ 360,825.01

RCW 42.24.080: "I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims".



Tad Kopf, Interim Finance Director



Commission Meeting Minutes Monday, May 8, 2023

Commission President Amy Harding called the Commission meeting of May 8, 2023, to order at 5:30 p.m. at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, In Olympia, Washington.

Present

Commissioners: Amy Harding, President; Joe Downing, Vice President; and Bob Iyall, Secretary.

Staff: Sam Gibboney, Executive Director; Rudy Rudolph, Director of Operations; Rick Hughes, Port General Counsel; Lisa Parks, Director of Executive Services; Ben McDonald, Human Resources and Administrative Director; Warren Hendrickson, Airport Senior Manager; Hannah Ellis, Payroll Coordinator; and Missy Goodell, Executive and Commission Coordinator.

Guests: Maia Bellon, Cascadia Law Group.

Approval of Agenda

Commissioner Downing moved to approve the agenda. Seconded by Commissioner Iyall. Motion approved unanimously.

Executive Director Report

Sam Gibboney, Executive Director, reported on recent Port events and activities.

Public Comment

One individual provided comments.

Consent Calendar

Commissioner Downing moved to approve the Consent Calendar. Motion was seconded by Commissioner Iyall. Motion approved unanimously.

Pending Issues of Business

Sam Gibboney, Executive Director, provided an update on pending issues.

Action Calendar

1. **PUBLIC HEARING:** Resolution 2023-03 Surplus Property – 608 Washington Street NE
Pursuant to RCW 53.20.020. The Port of Olympia Commission will hold a public hearing to consider a change to the Port Comprehensive Scheme of Harbor Improvements (CSHI) to declare the property at 608 Washington Street NE, Olympia WA, Thurston County, (Tax Parcel # 78509600000), as no longer needed for district purposes and to be subsequently sold to the LOTT Cleanwater Alliance.

- a. Commissioner Harding opened the Public Hearing
 - b. Presentation regarding Resolution 2023-03 Surplus Property – 608 Washington Street NE. Rudy Rudolph, Operations Director, provided background information on the surplus property no longer needed for Port district purposes. The intent is to remove the listed improvements from the Comprehensive Scheme of Harbor Improvements (CSHI) and amend the CSHI. In the public interest, a negotiated transfer of this property will be made to the LOTT Clean Water Alliance.
 - c. Accept Public Testimony. There was no public comment.
 - d. Commissioner Harding closed the Public Testimony portion of the Public Hearing.
2. Resolution 2023-03 Surplus Property – 608 Washington Street NE.
 - a. Deliberation. The Commission discussed the proposed Resolution.
 - b. Commission Action:

Motion: Commissioner Iyall moved to adopt Resolution 2023-03 declaring Thurston County Tax Parcel 78509600000 – described as 608 Washington Street NE, Olympia, WA, 98506 – surplus to Port district needs, amending the Comprehensive Scheme of Harbor Improvements to delete the property and to allowing negotiated transfer. Commissioner Downing seconded the motion. Motion passed unanimously.

Action/Other Calendar

Appointment of POCAC Candidates. Sam Gibboney, Executive Director, reported that two new candidates have been recommended to serve on the POCAC for positions #15 and #16. Their terms would run from May 2023 to Dec. 2025.

Motion: Commissioner Downing moved to appoint the two candidates presented to the Port of Olympia Citizens Advisory Committee for a term of May 2023 to December 2025. Commissioner Iyall seconded the motion. Motion passed unanimously.

Public Comment

No comments were provided by the public.

Advisory Calendar

Budd Inlet Agreed Order Amendment – Lisa Parks, Director of Executive Services, and Maia Bellon with Cascadia Law Group, provided information on a proposed agreed order amendment to an existing agreed order, describing next steps in the process of the Budd Inlet sediment site remediation.

Public Comment

Two individuals provided comments.

Commissioner Reports/Discussion

Each commissioner provided an update of their current activities in the community.

Other Business

None.

Meeting Announcements

Executive Director Gibboney provided information on upcoming Commission meetings.

Adjournment

The meeting adjourned at 6:25 p.m.

PORT OF OLYMPIA COMMISSION

President, Amy Harding

Vice President, Joe Downing

Secretary, Bob Iyall



Commission Meeting Minutes Monday, Sept. 25, 2023

Commission President Amy Harding called the Commission meeting of Sept. 25, 2023, to order at 5:30 p.m. at the Tenino City Hall, 149 Hodgden Street South, in Tenino, Washington.

Present

Commissioners: Amy Harding, President; Joe Downing, Vice President; and Bob Iyall, Secretary.

Staff: Rudy Rudolph, Interim Executive Director; Camille St. Onge, Director of Strategic Initiatives and Commission Affairs; Danny Kim, Senior Financial Analyst and Budget Officer; and Missy Goodell, Executive and Commission Coordinator.

Guest: Todd Cutts, Executive Director of the Olympia Downtown Improvement District.

Approval of Agenda

Commissioner Downing moved to approve the agenda. Seconded by Commissioner Iyall. Motion approved unanimously.

Executive Director Report

Rudy Rudolph, Acting Executive Director, reported on recent Port events and activities.

Public Comment

None.

Consent Calendar

Commissioner Downing moved to approve the Consent Calendar. Seconded by Commissioner Iyall. Motion approved unanimously.

Pending Issues of Business

Rudy Rudolph, Acting Executive Director, provided an update on pending issues.

Action Calendar

Downtown Improvement District. Todd Cutts, Executive Director of the Olympia Downtown Improvement District (DID), presented information on a potential petition to the City of Olympia for consideration of a city ordinance with the DID seeking support from the Port of Olympia.

Motion: Commissioner Downing moved to support the Olympia Downtown Improvement District's petition to the City of Olympia for consideration of a city ordinance. Commissioner Iyall seconded the motion. Motion passed unanimously.

Action/Other Calendar

None.

Public Comment

No comments were provided by the public.

Advisory Calendar

Budget Process Overview and Schedule. Danny Kim, Senior Financial Analyst and Budget Officer, presented the 2024 budget process including dates the budget will be presented in public meetings and at a public hearing.

Communication Plan. Taber Lee, Communications and Marketing Senior Director, shared the Port's refreshed communication plan.

Public Comment

None.

Commissioner Reports/Discussion

Each commissioner provided an update of their current activities in the community.

Other Business

None.

Meeting Announcements

Acting Executive Director Rudolph provided information on upcoming Commission meetings.

Adjournment

The meeting adjourned at 6:58 p.m.

PORT OF OLYMPIA COMMISSION

President, Amy Harding

Vice President, Joe Downing

Secretary, Bob Iyall

COVER MEMO

Briefing Date/Time: Jan. 8, 2024

Staff Contact/Title: Camille St. Onge, Director of Strategic Initiatives & Commission Affairs, 564-669-3100

Subject: Election of Officers

Purpose: ☐ Information Only ☒ Decision Needed

Background/Overview:

The Commission elects officers at the first meeting of each year, for that calendar year. The appointments are effective immediately and continue until the first meeting of the following year. The appointments to be filled include: Commission President, Commission Vice President, and Commission Secretary.

As outlined in the Commission's Rules Resolution, the President presides over all meetings, signs documents on behalf of the Commission, and meets with the Executive Director to review agendas. The Vice President carries out the President's duties during his/her absence, as needed. The Secretary ensures the minutes, motions, and resolutions adopted by the Commission are recorded.

In 2023, the officers were as follows:

Commission President – Commissioner, Amy Harding

Commission Vice President – Commissioner, Joe Downing

Commission Secretary – Commissioner, Bob Iyall

Documents Attached:

PowerPoint Presentation

Staff Recommendation:

Staff are offering two sample motions in the event the Commission would like to hold the election of officers after their January orientation and parliamentary training:

Option 1

“I move to appoint the following Port of Olympia Commission officers to serve during the calendar year 2024:

- *Commissioner _____ as President;*
- *Commissioner _____ as Vice President; and*
- *Commissioner _____ as Secretary”*

Option 2

“I move to extend the current Port of Olympia Commission officer positions until the next regular Commission meeting on January 22, 2024.”



PORT of OLYMPIA
Serving All of Thurston County

Election of Officers

Camille St. Onge
Director of Strategic Initiatives and Commission Affairs
Jan. 8, 2024

1



Today's Presentation

Action/Other, action requested

- Effective immediately upon approved motion
- Positions to be filled:
 - **President** – presides at meetings, signs documents, sets agendas with Executive Director, etc.
 - **Vice President** – performs duties of President when he/she is absent or as assigned from time to time.
 - **Secretary** – ensures recording of minutes, motions and resolutions, are followed as adopted.

2

2

Questions & Comments

Suggested Motion...

Option 1

"I move to appoint the following Port of Olympia Commission officers to serve during calendar year, 2024:

- *Commissioner _____ as President;*
- *Commissioner _____ as Vice President; and*
- *Commissioner _____ as Secretary"*

Option 2

"I move to extend the current Port of Olympia Commission officer positions until the next regular Commission meeting on January 22, 2024."

COVER MEMO

Briefing Date/Time: Jan. 8, 2024

Staff Contact/Title: Camille St. Onge, Director of Strategic Initiatives & Commission Affairs, 564-669-3100
camilles@portolympia.com

Subject: Annual Commission Meeting Calendar

Purpose: ☐ Information Only ☒ Decision Needed

Background/Overview:

Consistent with Article IV, Section A of the Rules Resolution, the Commission is to adopt a calendar of its regular meetings at the first meeting of the year or as soon as possible. Attached is a proposed annual Commission meeting schedule identifying the regular meetings and work sessions for 2024.

- Regular meetings: Second and fourth Mondays of every month.
- Work sessions: Third Tuesday of every month
- Exceptions: Mondays are holidays; August and December only include one regular meeting on the second Monday.

Documents Attached:

- 2024 Commission Meeting Schedule PDF
- PowerPoint Presentation

Staff Recommendation:

Staff recommends the Commission review and adopt the 2024 Commission Schedule to maintain continuity of meetings and public transparency.




PORT of OLYMPIA
Serving All of Thurston County

Annual Meeting Schedule

Camille St. Onge
Director of Strategic Initiatives & Commission Affairs
Jan. 8, 2024

1



Today's Presentation

Action/Other, action requested

- Adopt the 2024 regular meeting and work session schedule.
- Creates transparency and predictability for the public and Commission.
- Identifies dates that accommodate holiday schedules.

2

2



Overview of Schedule

Detailed outline in meeting materials

- **Regular meetings:** Second and fourth Mondays of every month.
- **Work sessions:** Third Tuesday of every month
- **Exceptions:** Mondays that are holidays; August and December only include one regular meeting on the second Monday of the month.


3

3

Questions and Suggested Motion

"...I move to approve the 2024 Commission Meeting Schedule as presented."

4



4



Board of Commissioners 2024 Commission Meeting Schedule

Regular Meetings are scheduled on the second and fourth Monday at 5:30 PM except as specifically identified below.
Work Sessions are scheduled on the third Monday at 3:30 PM except as specifically identified below.

January

Monday, January 8, Commission Meeting
Tuesday, January 16, Work Session
Monday, January 22, Commission Meeting

February

Monday, February 12, Commission Meeting
Tuesday, February 20, Work Session
Monday, February 26, Commission Meeting

March

Monday, March 11, Commission Meeting
Monday, March 18, Work Session
Monday, March 25, Commission Meeting

April

Monday, April 8, Commission Meeting
Monday, April 15, Work Session
Monday, April 22, Commission Meeting

May

Monday, May 13, Commission Meeting
Monday, May 20, Work Session
Tuesday, May 28, Commission Meeting

June

Monday, June 10, Commission Meeting
Monday, June 17, Work Session
Monday, June 24, Commission Meeting

July

Monday, July 8, Commission Meeting
Monday, July 15, Work Session
Monday, July 22, Commission Meeting

August

Monday, August 12, Commission Meeting

September

Monday, September 9, Commission Meeting
Monday, September 16, Work Session
Monday, September 23, Commission Meeting

October

Monday, October 14, Commission Meeting
Monday, October 21, Work Session
Monday, October 28, Commission Meeting

November

Tuesday, November 12, Commission Meeting
Monday, November 18, Work Session
Monday, November 25, Commission Meeting

December

Monday, December 9, Commission Meeting

COVER MEMO

Briefing Date/Time: Jan. 8, 2024

Staff Contact/Title: Ben McDonald, Director of Human Resources & Administration, 360.528.8003, benm@portolympia.com

Subject: Resolution 2023-01 Surplus Property Disposal Dollar Limit

Purpose: ☐ Information Only ☒ Decision Needed

Background/Overview:

RCW 53.08.090 authorizes a port commission to sell and convey its personal and real property through two different methods. The primary determining factor for which method to use is a dollar value threshold of the property to be sold and conveyed, with higher valued items requiring more individual scrutiny and additional, specific actions by the Commission. The dollar value limit is set on an annual basis by a Resolution that also authorizes the Executive Director to sell and convey property below that value after providing the Commission with an itemized list of the items and certifying that everything on the list is below the value established.

The RCW sets the initial dollar value threshold for individual items at \$10,000, although there is another provision allowing that figure to be adjusted annually based on an inflationary factor. It has been the Port's general practice to annually implement this authorized inflationary factor when adopting the annual Surplus Property Disposal Dollar Limit Resolution. For 2024, the calculated dollar value threshold, based on the rate of inflation for property taxes, as established by the Washington State Department of Revenue, is \$22,000.00.

The Port of Olympia's *Surplus Property Policy #125* further restricts the property to be sold under the authorization of the annual dollar limit value to only *personal* property, specifically excluding *real* property from being disposed of through this annual process. Staff will be compiling the list of personal property under the proposed value of \$22,000.00, and will be presenting the list, and the Executive Director's written certification that listed items are no longer needed for Port purposes, to the Commission later this year, likely within the first calendar quarter.

Documents Attached:

Resolution 2024-01 Surplus Property Disposal Dollar Limit

PowerPoint Presentation

RCW 53.08.090

Staff Recommendation:

Staff recommends the Commission adopt Resolution 2024-01 Surplus Property Disposal Dollar Limit, after due consideration.




PORT of OLYMPIA
Serving All of Thurston County

Resolution 2024-01 Surplus Property Disposal

Ben McDonald
Director of Human Resources & Administration
Jan. 8, 2024

1



Today's Presentation

Action/Other Item – Approval Requested

- Approval of the annual surplus property dollar value limit.

PORT of OLYMPIA

2

Background

Surplus Property Dollar Value Limit

- "Property" is anything owned by the Port.
 - Real property vs. personal property
- RCW 53.08.090 – Commission may annually authorize, by resolution, the Executive Director to sell and convey port property below a stated value limit.
- When program began in 1994, value limit was set at \$10,000 and then adjusted each year for inflation.
- The 2023 Surplus Property Dollar Value Limit was **\$20,681**.



3



3

Background (cont'd)

Surplus Property Dollar Value Limit

- Per RCW 53.08.090, the 2024 Surplus Property Dollar Value Limit is **\$22,000**.
- Prior to disposal, an itemized list of the property to be disposed is prepared per Port Policy.
- The list is sent to the Executive Director for certification.
- Commission is notified that the listed property is no longer needed for Port District purposes.



4



4

Background (cont'd)

Surplus Property Dollar Value Limit

- Does NOT apply to the following:
 - Port property above the value limit;
 - Port property identified in the Port's Comprehensive Scheme of Harbor Improvements; and
 - Port real estate property.



5



5

Questions and Comments

Suggested Motion...

"...move to approve Resolution 2024-01, authorizing the Executive Director to dispose of surplus Port District personal property valued less than \$22,000 in individual value for calendar year 2024."

6



6

Sale of property.

(1) A port commission may, by resolution, authorize the managing official of a port district to sell and convey port district property having a value not exceeding the value limit in subsection (2) of this section. The authority must be in force for not more than one calendar year from the date of resolution and may be renewed from year to year. Prior to any such sale or conveyance the managing official shall itemize and list the property to be sold and make written certification to the commission that the listed property is no longer needed for district purposes. Any large block of the property having a value in excess of the value limit in subsection (2) of this section must not be broken down into components having a value not exceeding the value limit in subsection (2) of this section and sold in the smaller components unless the smaller components be sold by public competitive bid. A port district may sell and convey any of its real or personal property valued at more than the value limit in subsection (2) of this section when the port commission has, by resolution, declared the property to be no longer needed for district purposes, but no property which is a part of the comprehensive plan of improvement or modification thereof must be disposed of until the comprehensive plan has been modified to find the property surplus to port needs. The comprehensive plan must be modified only after public notice and hearing provided by RCW 53.20.010.

Nothing in this section repeals or modifies procedures for property sales within industrial development districts as set forth in chapter 53.25 RCW.

(2)(a) Beginning on July 23, 2023, the value limit in subsection (1) of this section is \$22,000. Beginning December 2024, and each December thereafter, the department [of revenue] shall adjust the value limit for the following calendar year by multiplying the current value limit by one plus the percentage by which the most current consumer price index available on December 1st of the current year exceeds the consumer price index for the prior 12-month period, and rounding the result to the nearest \$10.

(b) For purposes of this subsection (2):

(i) "Consumer price index" means the consumer price index for all urban consumers, all items less food and energy, for the Seattle area as calculated by the United States bureau of labor statistics or successor agency.

(ii) "Seattle area" means the geographic area sample that includes Seattle and surrounding areas.

[2023 c 68 § 1; 1994 c 26 § 1; 1981 c 262 § 1; 1969 ex.s. c 30 § 1; 1965 c 23 § 1; 1955 c 65 § 10.

Prior: 1943 c 166 § 2, part; 1921 c 183 § 1, part; 1917 c 125 § 1, part; 1913 c 62 § 4, part; 1911 c 92 § 4, part; Rem. Supp. 1943 § 9692, part.]

NOTES:

Restriction on sale of harbor rights and property: State Constitution Art. 15 § 1 (Amendment 15).

PORT OF OLYMPIA COMMISSION
Resolution 2024-01

**A resolution of the Port of Olympia Commission for the calendar year 2024
authorizing the Executive Director to dispose of surplus Port District personal property
of less than \$22,000 in individual value, in accordance with RCW 53.08.090,
and repealing and superseding Resolution 2023-01.**

BE IT HEREBY RESOLVED that the Port of Olympia Commission authorizes the Executive Director, in accordance with RCW 53.08.090, to surplus and dispose of Port District personal property that has an individual value not exceeding **\$22,000** based on the Executive Director's estimate of the fair market value of the property. Disposal may take place either through public or private sale, destruction, or contribution to another public agency or to a charitable organization qualified under section 501(c)(3) of the Internal Revenue Code. The Executive Director shall itemize and list the property disposed of, and shall make written certification to the Commission that the listed property is no longer needed for Port District purposes.

BE IT FURTHER RESOLVED that while RCW 53.08.090 allows this delegation to extend to Port real property, Port real property is specifically excluded from this authorization. The declaration of any Port District real property as surplus requires approval by the Port Commission.

BE IT FURTHER RESOLVED that by this adoption, the Commission repeals and supersedes Resolution 2023-01.

ADOPTED by a majority of the members of the Port Commission for the Port of Olympia, a majority being present and voting on this Resolution at a regular Commission meeting on, January 8, 2024, as attested to by the signatures below of the Commissioners present this 8th day of January, 2024.

PORT OF OLYMPIA COMMISSION

COVER MEMO

Briefing Date/Time: Jan. 8, 2024

Staff Contact/Title: Shawn Gilbertson, Director of Environmental Planning and Programs, 360.528.8061, shawng@portolympia.com

Subject: Port/Tumwater Habitat Conservation Plan
Interlocal Agreement Amendment 3

Purpose: ☒ Information Only ☐ Decision Needed

Background/Overview:

The Port of Olympia and the City of Tumwater have been working under an Interlocal Agreement to complete the Bush Prairie Habitat Conservation Plan (HCP).

HCPs are required under the Endangered Species Act (ESA) for development and other activities that could impact threatened or endangered species. HCPs are documents detailing the protection, mitigation, and restrictions necessary to protect species of concern from impacts from development or other activities. In Tumwater an HCP is required to protect habitat and populations of the Mazama Pocket Gopher, the Streak-Horned Lark, the Oregon Spotted Frog, and the Oregon Vesper Sparrow.

Completion of the HCP and approval by the US Fish and Wildlife Service (USFWS) will result in an Incidental Take Permit under the ESA. This will allow Port business lines and infrastructure projects to proceed per the conditions of the HCP.

The Port of Olympia and Tumwater have shared interest in protection of the species of concern on and around Port assets in Tumwater. The partnership has jointly sought and received funding grants to pay for development of the HCP by the consultant. Good progress has been made and we are jointly seeking more grant funding and working with consultants to complete the HCP. The HCP ILA was originally signed in 2016 and amended in 2020 and 2022.

This amendment will change the duration of the ILA to terminate 90 days after issuance of the Incidental Take Permit or December 31, 2028, whichever is sooner. This amendment also describes the HCP Phase 3 and 4 Grants cost sharing arrangement.



Documents Attached:

Original Interlocal Agreement and Amendments 1, 2, and 3
PowerPoint presentation

Summary and Financial Impact:

Grant match obligations of up to \$140k. Past HCP grant matches have been made with in-kind work, mainly staff time. This will be the strategy for future HCP grants and if additional grant match funding needs arise, the Commission will be consulted for approval per Port policy.

Options with Pros and Cons:

The HCP must be completed due to Port operations in the critical habitat areas of the listed species. Habitat conservation planning could occur on an individual project/action basis, but this would result in more work on individual projects/actions and less certainty of ESA compliance and permitting ability.

The Port could continue development of the HCP without partnering with Tumwater. However, this would result in having to hire new consultants, develop a new work plan, address grant funding, and singularly liaise with USFWS and other stakeholders during HCP development and implementation.

Environmental Considerations:

Partnering with Tumwater facilitates compliance with the Endangered Species Act and is good for listed species and their habitat.

Staff Recommendation:

Sample Motion:

Authorize the Executive Director to sign the Third Amendment to the City of Tumwater/Port of Olympia Interlocal Agreement for Habitat Conservation Plan Preparation extending the agreement expiration date.



PORT of OLYMPIA
Serving All of Thurston County

3rd Amendment to Port/Tumwater Interlocal Agreement Bush Prairie Habitat Conservation Plan

Shawn Gilbertson
Director of Environmental Planning and Programs
Jan. 8, 2024

1

Today's Presentation

Advisory Only

- 3rd Amendment to the Port of Olympia and City of Tumwater Interlocal Agreement for a Habitat Conservation Plan
- Background on Habitat Conservation Plans
- Commission Work Session dedicated to the Habitat Conservation Plan

2

2

Bush Prairie Habitat Conservation Plan

- Endangered Species Act / USFWS
- Mitigation to avoid "take"



Olympia pocket gopher



Streaked horned lark



Oregon vesper sparrow



Oregon spotted frog

3

Habitat Conservation Plans

- Protection and recovery
- Incidental "take"
- Mitigation
- Allow aeronautical, development, and O&M activities



4

4

Port of Olympia and City of Tumwater

- Shared interests
- Collaboration
- Funding
- HCP development
- **Interlocal Agreement**



PORT of OLYMPIA

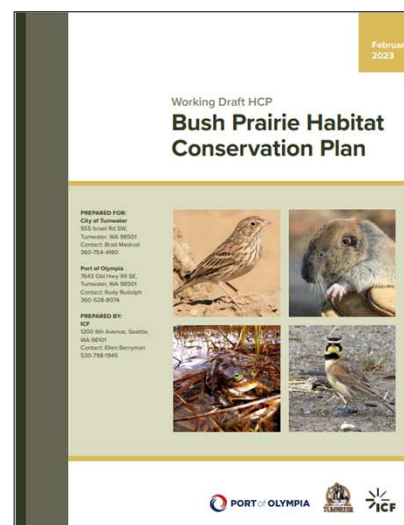


5

5

HCP Development and Status

- Consultant
- Grants
- HCP preliminary drafts
- Working draft HCP



6

6

HCP Development and Status

- Recovery Plan – Gopher
- Negotiating with USFWS
- Property purchases

U.S. Fish & Wildlife Service

Recovery Plan for Four Subspecies of Mazama Pocket Gopher



Photo: Gail Olson, WDFW

7

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HCP – ILA Amendment #3

- Extend ILA Duration:
 - 90-days post USFWS approval
 - December 31, 2028
- Anticipated grant matches:
 - Phase 3 – 2024 - \$50k
 - Phase 4 – 2025 - \$90k
 - Staff time in lieu of \$
- Minor Corrections

THIRD AMENDMENT TO CITY OF TUMWATER/PORT OF OLYMPIA INTERLOCAL AGREEMENT FOR HABITAT CONSERVATION PLAN PREPARATION

This Third Amendment ("Third Amendment") is dated effective this day of _____, 2023, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and the PORT OF OLYMPIA ("PORT"), a Washington public port district.

A. The CITY and the PORT entered into an Interlocal Agreement dated effective November 1, 2018, whereby the parties agreed to prepare a Habitat Conservation Plan jointly ("Agreement").

B. The CITY and the PORT entered into the First Amendment to City of Tumwater/Port of Olympia Interlocal Agreement for Habitat Conservation Plan Preparation dated May 11, 2020, that extended the Agreement until December 31, 2021 ("First Amendment").

C. The CITY and the PORT entered into the Second Amendment to City of Tumwater/Port of Olympia Interlocal Agreement for Habitat Conservation Plan Preparation dated November 1, 2021, that extended the Agreement until December 31, 2023 ("Second Amendment").

D. Section 8 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

E. The CITY and the PORT desire to amend the Agreement to continue the activities described in Section 1 of the Agreement by extending the duration of the Agreement found in Section 2.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Duration

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2028.

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Questions and Comments

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CITY OF TUMWATER/PORT OF OLYMPIA
INTERLOCAL AGREEMENT FOR
HABITAT CONSERVATION PLAN PREPARATION

THIS INTERLOCAL AGREEMENT is made and executed this ____ day of _____ 2016, by and between the CITY OF TUMWATER, a Washington municipal corporation, located and doing business at 555 Israel Road SW, Tumwater, and the PORT OF OLYMPIA, a Washington public port district, located and doing business at 606 Columbia Street NW, Olympia, Washington.

RECITALS

WHEREAS, on October 3, 2013, the U.S. Fish and Wildlife Service issued a final rule listing the Taylor's Checkerspot Butterfly as an endangered species and the Streaked Horned Lark as a threatened species under the Endangered Species Act ("ESA") of 1973, 16 U.S.C. §1531 *et seq* (78 Fed. Reg. 61452 (Oct. 3, 2013)); and

WHEREAS, on October 3, 2013, the U.S. Fish and Wildlife Service issued a final rule designating critical habitat for the Taylor's Checkerspot Butterfly and the Streaked Horned Lark pursuant to the ESA (78 Fed. Reg. 61506 (Oct. 3, 2013)); and

WHEREAS, on April 9, 2014 the U.S. Fish and Wildlife Service issued a final rule listing four subspecies of the Mazama pocket gopher as threatened under the ESA (79 Fed. Reg. 19760 (Apr. 9, 2014)); and

WHEREAS, on April 9, 2014, the U.S. Fish and Wildlife Service issued a final rule designating critical habitat for the Mazama pocket gopher pursuant to the ESA (79 Fed. Reg. 19712 (Apr. 9, 2014)); and

WHEREAS, the range of the three above-referenced listed species' includes Thurston County, and critical habitat designations for the Mazama pocket gopher and the Streaked Horned Lark include the Port's Olympia Regional Airport, which is located within the City of Tumwater; and

WHEREAS, under Section 7 of the ESA, programs or projects with a federal nexus are required to consult with the U.S Fish and Wildlife Service to determine effects on listed wildlife species and must comply with conservation measures to avoid prohibited "incidental take" of such species; and

WHEREAS, under Section 10 of the ESA, non-Federal entities risk civil and/or criminal enforcement if development activities cause prohibited "incidental take" of listed wildlife species without an appropriate permit; and

WHEREAS, in light of the above-referenced ESA listings and designation of critical habitat impacting properties within the Parties' respective jurisdictions and/or direct ownership, the Parties jointly acknowledge the need for a habitat conservation plan (HCP) to provide programmatic incidental take coverage under Section 10 of the ESA in order to allow future development on impacted properties; and

WHEREAS, a City HCP that includes the Port-owned properties within the City will more effectively protect listed species and also provide for a more certain and streamlined development review processes for impacted properties, including Port-owned properties and Port tenants; and

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other agencies on a basis of mutual advantage; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service which each public agency is authorized to perform, provided that such contract shall be authorized by the governing body of each Party to the contract; and

WHEREAS, the City has been awarded a \$132,000 Cooperative Endangered Species Conservation Fund (Section 6) grant for development of an HCP; and

WHEREAS, the City has committed to a cash match of \$58,000.00 and to in-kind services for \$30,000.00 associated with this grant; and

WHEREAS, the Port desires to partner with the City to develop an HCP that provides incidental take coverage for Port and City properties; and

WHEREAS, the Port is a key partner with the City in the preparation of an HCP, as the Olympia Regional Airport contains critical habitat for the Olympia subspecies of Mazama pocket gopher and the Streaked Horned Lark; and

WHEREAS, it is beneficial to and consistent with the duties and obligations of the Parties to work cooperatively in order to protect listed species and habitat while allowing for continued economic growth and development within the City of Tumwater; and

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth the terms, conditions, and requirements for cooperative preparation of an HCP under Section 10 of the ESA.

NOW, THEREFORE, in consideration for the terms, conditions, requirements, and mutual benefits contained herein, it is hereby agreed between the Parties as follows:

Section 1. Agreement.

- A. The City will maintain and fulfill the grant financial commitment for the HCP Phase 1 completion of \$58,000.00 in cash matching funds and \$30,000.00 of in-kind matching funds;
- B. The Port will be responsible for additional funding not to exceed \$58,000, resulting from Port participation in the HCP Phase 1 that result from an expanded scope and additional process associated with inclusion of Port properties;
- C. The City of Tumwater will seek reimbursement from the Washington Department of Fish and Wildlife (“WDFW”) for activities covered under this ILA. The City of Tumwater will then bill the Port of Olympia for the Port’s portion;
- D. The City is responsible for the HCP Phase 1 grant reporting and deliverables directly to WDFW and will therefore maintain primary responsibility for project completion for the HCP Phase 1;
- E. The Parties agree to apply for HCP Phase 2 grant funds jointly, with the Port working with U.S. Fish & Wildlife as lead to prepare the application. The Port and the City will

- jointly ensure all reporting requirements are met and deliverables submitted on time for HCP Phase 2;
- F. The Parties agree to split grant funding match obligations for HCP Phase 2 grant funds evenly in an amount not to exceed \$150,000 per party;
 - G. The Parties agree to cooperate in jointly developing and implementing mitigation measures identified as part of the HCP process, with specific allocation of mitigation costs and obligations to be determined by later agreement of the Parties prior to approval of the final HCP; and
 - H. It is expected upon approval of the HCP that incidental take permits under the ESA will be issued to both Parties.

Section 2. Duration. The terms and performance of this Agreement shall commence after the approval by the governing body of each Party and following the recording of this Agreement with the Thurston County Auditor or posting of this Agreement on each Party's website as provided in RCW 39.34.040. This Agreement shall terminate upon USFWS approval of the joint HCP and the granting of associated incidental take permits to each Party or December 31, 2020, whichever occurs sooner.

Section 3. Termination. This Agreement may be terminated in whole or in part, with or without cause prior to the date specified in Section 2 with thirty (30) calendar days' written notice to the non-terminating party.

Section 4. Administration. Each Party shall be responsible for administering the terms of this Agreement. No disparate legal entity is created because of entering into this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

Section 5. Entire Agreement. The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein shall constitute material breach of contract and cause for termination. It is also agreed by the Parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

Section 6. Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is found to be invalid, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, such invalidity shall not affect other terms, conditions, or applications, which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

Section 7. Review of Agreement. The terms and conditions of this Agreement shall be reviewed periodically by each Party for appropriateness and currency.

Section 8. Amendments. Any addition, deletion, or change to the terms and conditions of this Agreement shall be in the form of a written amendment approved by each of the Parties.

Section 9. Governing Law. This contract shall be governed in all aspects by the laws and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

Section 10. Indemnification. The Port shall defend, indemnify, and hold the City, its officers, employees, agents, and assigns harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising from or in connection with the preparation of an HCP, but only to the extent of the Port's negligence or comparative fault. The City shall defend, indemnify, and hold the Port, its officers, employees, agents, and assigns harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising from or in connection with the preparation of an HCP, but only to the extent of the City's negligence or comparative fault.

EXECUTION

IN WITNESS WHEREOF, each Party has caused to be signed by its duly authorized officer or representative as of the date set forth below its signature.

THE PORT OF OLYMPIA

THE CITY OF TUMWATER

E.B. Galligan, Executive Director

Pete Kmet, Mayor

Date:_____

Date:_____

APPROVED AS TO FORM:

Heather Burgess, Port Legal Counsel

Karen Kirkpatrick, Tumwater City Attorney

**FIRST AMENDMENT
TO
CITY OF TUMWATER/PORT OF OLYMPIA
INTERLOCAL AGREEMENT
FOR
HABITAT CONSERVATION PLAN
PREPARATION**

This First Amendment ("Amendment") is dated effective this _____ day of _____, 2020, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and the PORT OF OLYMPIA ("PORT"), a Washington public port district.

A. The CITY and the PORT entered into an Interlocal Agreement dated effective 1st day of November 2016, whereby the parties agreed to prepare a Habitat Conservation Plan jointly ("Agreement").

B. Section 8 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the PORT desire to amend the Agreement to continue the activities described in Section 1 of the Agreement by extending the duration of the Agreement found in Section 2.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Duration.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2022.

2. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501
Pete Kmet, Mayor

PORT:

PORT OF OLYMPIA
606 Columbia Street NW
Olympia, WA 98501
Sam Gibboney, Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

Karen Kirkpatrick
Tumwater City Attorney

Heather Burgess
Port Legal Counsel

**SECOND AMENDMENT
TO
CITY OF TUMWATER/PORT OF OLYMPIA
INTERLOCAL AGREEMENT
FOR
HABITAT CONSERVATION PLAN
PREPARATION**

This Second Amendment ("Second Amendment") is dated effective this ^{1st} day of ^{November}, 2021, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and the PORT OF OLYMPIA ("PORT"), a Washington public port district.

A. The CITY and the PORT entered into an Interlocal Agreement dated effective the 1st day of November 2016, whereby the parties agreed to prepare a Habitat Conservation Plan jointly ("Agreement").

B. The CITY and the PORT entered into the First Amendment to City of Tumwater/Port of Olympia Interlocal Agreement for Habitat Conservation Plan Preparation dated May 11, 2020 that extended the Agreement until December 31, 2021 ("First Amendment").

C. Section 8 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

D. The CITY and the PORT desire to amend the Agreement to continue the activities described in Section 1 of the Agreement by extending the duration of the Agreement found in Section 2.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Duration.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2023.

2. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER

555 Israel Road SW

Tumwater, WA 98501

Pete Kmet, Mayor

Pete Kmet

B11B23411831D367
11/2/2021

Date: _____

PORT:

PORT OF OLYMPIA

606 Columbia Street NW

Olympia, WA 98501

Sam Gibboney, Executive Director

Sam Gibboney

592110030E7B4D6
1/19/2022

Date: _____

APPROVED AS TO FORM:

Karen Kirkpatrick

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Karen Kirkpatrick

Tumwater City Attorney

DocuSigned by:

VaLiesha Brown

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VaLiesha Brown

Port Legal Counsel

**THIRD AMENDMENT
TO
CITY OF TUMWATER/PORT OF OLYMPIA
INTERLOCAL AGREEMENT
FOR
HABITAT CONSERVATION PLAN
PREPARATION**

This Third Amendment ("Third Amendment") is dated effective this _____ day of _____, 2023, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and the PORT OF OLYMPIA ("PORT"), a Washington public port district.

A. The CITY and the PORT entered into an Interlocal Agreement dated effective November 1, 2016, whereby the parties agreed to prepare a Habitat Conservation Plan jointly ("Agreement").

B. The CITY and the PORT entered into the First Amendment to City of Tumwater/Port of Olympia Interlocal Agreement for Habitat Conservation Plan Preparation dated May 11, 2020, that extended the Agreement until December 31, 2021 ("First Amendment").

C. The CITY and the PORT entered into the Second Amendment to City of Tumwater/Port of Olympia Interlocal Agreement for Habitat Conservation Plan Preparation dated November 1, 2021, that extended the Agreement until December 31, 2023 ("Second Amendment").

D. Section 8 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

E. The CITY and the PORT desire to amend the Agreement to continue the activities described in Section 1 of the Agreement, as further revised by this Third Amendment, by extending the duration of the Agreement found in Section 2.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Agreement

Section 1 of the Agreement shall be amended with new Paragraphs G and H. Original Agreement Paragraphs G and H are relabeled I and J, as follows:

G. The Parties agree to apply for additional HCP Phase grant funds jointly, as required by necessity or practicality. The CITY will be responsible for grant(s) application, reporting, and deliverables with assistance provided by the PORT as required. Prior to acceptance of future phase grants, the Parties agree that grant funding match obligations will be split evenly and with an identified not-to-exceed dollar amount per Party;

H. As of this Third Amendment, the HCP Phase 3 grant obligates the Parties to funding match obligations not to exceed \$50,000 per party. Additionally, the HCP Phase 4 grant will obligate the Parties to funding match obligations not to exceed \$90,000 per party. Future phase grants meeting the criteria listed in Paragraph G need not be incorporated into a subsequent formal amendment of this Agreement.

I. The Parties agree to cooperate in jointly developing and implementing mitigation measures identified as part of the HCP process, with specific allocation of mitigation costs and obligations to be determined by later agreement of the Parties prior to approval of the final HCP; and

J. It is expected upon approval of the HCP that incidental take permits under the ESA will be issued to both Parties.

2. Duration.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until either:

- a. Ninety (90) days after:
 - i. Issuance of an Incidental Take Permit ("ITP") by the U.S. Fish and Wildlife Service ("USFWS"), indicative of USFWS approval of the Habitat Conservation Plan, AND
 - ii. City approval of revisions to the applicable municipal codes regarding development related to the ITP
- b. December 31, 2028.

3. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501
Debbie Sullivan, Mayor

PORT:

PORT OF OLYMPIA
606 Columbia Street NW
Olympia, WA 98501
Rudy Rudolph, Interim Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

Karen Kirkpatrick
Tumwater City Attorney

Rick Hughes
Port General Legal Counsel