City of Lacey, Washington
City Council Regular Meeting Amended* Agenda

Refer to the bottom of the agenda for meeting information.

Tuesday, May 7, 2024	6:00 PM	Council Chambers and Online

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Land Acknowledgment**

   We, the City of Lacey, are on the ancestral land of the Tribal People of the Treaty of Medicine Creek, including the Nisqually Indian Tribe and Squaxin Island Tribe. We acknowledge, and remember those Tribal People not recognized today who were absorbed or relocated into other tribes for survival. We recognize the ancestors and their descendants who are still here. We recognize and respect the Tribal People of the Treaty of Medicine Creek as the traditional stewards of this land since time immemorial and their role today in taking care of these lands in perpetuity. We recognize and have the responsibility to call attention to the histories of dispossession, forced removal, and abridged treaty rights that allowed our nation, state, and city to develop as they have today. We recommend that community members read the Medicine Creek Treaty of 1854.
5. **Approval of Agenda and Consent Agenda Items**
   A. Approval of the minutes of April 9, 2024
   B. Approval of the minutes of April 16, 2024
   C. Approval of the minutes of April 23, 2024
   D. Approval of wages, claims, and transfers for April 8 through April 25, 2024
6. **Public Recognitions and Presentations**
7. **Public Comment**

   Refer to the bottom of the agenda for instructions on how to provide public comment.
8. **Public Hearing**
9. **Proclamations**

A. **Historic Women's Olympic Marathon Trials Celebration Week**
Eileen Swarthout, Legacy Trials Committee Board Member

B. **Bicycle Month**
Duncan Green, Intercity Transit

C. **Asian American Pacific Islander Heritage Month**
Brian Lock, Co-Chair, Asian Pacific Islander Coalition South Puget Sound

D. **Lacey History Month & Annual Museum Update**
Jim Keogh, Chair, Historical Commission
Erin Quinn Valcho, Museum Curator

E. **National Police Week & Summer Events Updates**
Robert Almada, Police Chief
Lindsay Palmer, Police Records Specialist

10. Resolutions

A. **Parks Projects Grant Applications**
Jennifer Burbidge, Parks, Culture and Recreation Director

1. Resolution No. 1146 - William A. Bush Park Project Grant
2. Resolution No. 1147 - Rainier Vista Park Project Grant

11. Ordinances

A. **Ordinance 1659 - Budget Amendment - Public Safety Sales Tax**
Troy Woo, Finance Director

12. Mayor's Report

A. **Appointment - Opioid Abatement Council Independent Subcommittee Representative**
Mayor Andy Ryder

13. City Manager's Report

A. **Opioid Abatement Settlement Agreement**
Dave Schneider, City Attorney

B. ~~**Award Recognition - Washington State Association of Municipal Attorneys**~~
~~Dave Schneider, City Attorney~~
***Item rescheduled to a future meeting**

C. **Housing Displacement Study and Racially Disparate Impacts Memorandum of Understanding**
Ryan Andrews, Planning Manager

D. **Public Comment Protocols**
Shannon Kelley-Fong, Assistant City Manager

14. Other Business

15. Boards, Commissions and Committee Reports

A. Mayor Andy Ryder:

1. Mayors' Forum
2. Thurston Chamber Shared Legislative Committee
3. Transportation Policy Board (TPB)

B. Deputy Mayor Malcolm Miller:
1. Economic Development Council (EDC)
2. Lodging Tax Advisory Committee (LTAC)
3. Thurston County Coalition Against Trafficking (TCCAT)
4. Joint Animal Services Commission (JASCOM)

C. Councilmember Lenny Greenstein:
1. Emergency Medical Services (EMS)
2. TCOMM911

D. Councilmember Michael Steadman:
1. Nisqually River Council
2. Thurston County Law & Justice Council
3. Olympic Region Clean Air Agency (ORCAA)

E. Councilmember Carolyn Cox:
1. LOTT Clean Water Alliance
2. Regional Housing Council
3. Intercity Transit Authority

F. Councilmember Robin Vazquez:
1. Thurston Climate Mitigation Collaborative
2. Thurston Regional Planning Council (TRPC)
3. Thurston County Board of Health

G. Councilmember Nicolas Dunning:
1. Thurston Thrives
2. Solid Waste Advisory Committee (SWAC)
3. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB)

16. Adjourn

Attendance and Public Comment

Attend Remote or In-Person
The public may attend the meeting in-person, or you may view or listen to the meeting using one of the following platforms:

In-Person	Council Chambers at Lacey City Hall 420 College Street SE, Lacey, WA 98503
Zoom:	https://us02web.zoom.us/webinar/register/WN_Il33i03XQciy5mS7iJ0i1A
Website:	https://cityoflacey.org/government/public-meetings/
Facebook:	https://www.facebook.com/cityoflacey
YouTube:	https://www.youtube.com/watch?v=aCivbDw3uWY
Cable:	Channel 77 with your local cable provider
Phone:	(888) 788-0099 or (877) 853-5247 (Webinar ID 884 6996 1900)

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 in the Council Chambers.
Zoom:	Preregister using the following Zoom link no later than two hours prior to the meeting: https://us02web.zoom.us/webinar/register/WN_Il33i03XQciy5mS7iJ0i1A Instructions and access details will be provided once registration is complete.

Written Public Comment

Public comments may also be submitted by email to PublicComment@cityoflacey.orgThe commenting period will close two hours before the meeting time.
Written comments will be provided to the City Council electronically prior to the meeting. Comments will not be addressed during the Council meeting; however, comments received will be added to the official record.

City of Lacey, Washington
Lacey City Council Worksession Minutes

Tuesday, April 9, 2024	6:00 PM	Council Chambers and Online

1. Call to Order

Mayor Andy Ryder called the meeting to order at 6:00 p.m.

2. Roll Call

Council Present
Mayor Andy Ryder
Deputy Mayor Malcolm Miller
Councilmember Michael Steadman
Councilmember Carolyn Cox
Councilmember Robin Vazquez
Councilmember Nicolas Dunning

Council Excused
Councilmember Lenny Greenstein

Staff Present
Rick Walk, City Manager
Shannon Kelley-Fong, Assistant City Manager
Troy Woo, Finance Director
Vanessa Dolbee, Community and Economic Development Director
Sarah Hock, Joint Animal Services Executive Director
Chelsea Yarwood, Accounting Manager
Sarah Schelling, Senior Planner
Paul J. White, Deputy City Clerk

3. Land Acknowledgment

Mayor Ryder presented the abbreviated Land Acknowledgment.

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4. Approval of the Agenda

Councilmember Vazquez moved to approve the agenda. Councilmember Cox seconded. Motion carried.

5. Agenda Items

A. Joint Animal Services Update

Sarah Hock, Executive Director, Joint Animal Services

Executive Director Hock described the work of Joint Animal Services and the Joint Animal Services Commission. Accomplishments during 2023 were celebrated, and measurable outcomes were summarized. Hock summarized needed facility repairs in 2023-2024, and presented key findings of the Animal Services Capital Facilities Plan. Advantages and disadvantages related to selecting a new facility location were discussed.

B. Budget Amendment Briefing - Proposition 1 Financial Strategy

Rick Walk, City Manager
Troy Woo, Finance Director

Finance Director Woo presented an update on the financial strategy related to implementation of a sales and use tax for law enforcement protection. The distribution of tax proceeds between the county and cities was described and Lacey's annual distribution was estimated at $2.1 million. Woo summarized the public safety needs outlined in Resolution No. 1140 and outlined projected costs for identified enhancements. A budget amendment ordinance is expected to be presented to the City Council on May 7, 2024, including authorization for capital purchases, new positions, and associated costs.

C. City Council Purchasing Card Training

Chelsea Yarwood, Accounting Manager

Accounting Manager Yarwood provided an overview of changes to the City's purchasing card program, including restrictions and controls on card use. Yarwood explained that cards will be issued to individuals authorized by department directors and will carry limits on transaction amount and type. Administration, activation, and reconciliation procedures were summarized.

D. Community and Economic Development Activity Update

Sarah Schelling, Senior Planner

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Senior Planner Schelling provided the annual development update, including statistics on new multi- and single-family dwelling units, permit issuance, and status of active land-use projects. Schelling summarized pending land-use project applications and responded to councilmember questions.

6. Adjourn

Mayor Ryder adjourned the meeting at 7:47 p.m.

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City of Lacey, Washington
City Council Regular Meeting Minutes
Tuesday, April 16, 2024 - Council Chambers and Online

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1. Call to Order

Mayor Andy Ryder called the meeting to order at 6:00 p.m.

2. Roll Call

Council Present
Mayor Andy Ryder
Deputy Mayor Malcolm Miller
Councilmember Michael Steadman
Councilmember Carolyn Cox
Councilmember Nicolas Dunning

Council Excused
Councilmember Lenny Greenstein
Councilmember Robin Vazquez

Staff Present
Rick Walk, City Manager
Shannon Kelley-Fong, Assistant City Manager
Dave Schneider, City Attorney
Troy Woo, Finance Director
Kristy Wolf, Financial Services Manager
Chelsea Yarwood, Accounting Manager
Trent Lougheed, PE, Utilities Engineer
Paul J. White, Deputy City Clerk

3. Pledge of Allegiance

4. Land Acknowledgment

Mayor Ryder presented the abbreviated Land Acknowledgment.

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5. Approval of Agenda and Consent Agenda Items

A. Approval of the minutes of March 26, 2024

B. Approval of the minutes of April 2, 2024

C. Approval of wages, claims, and transfers for March 13 through April 5, 2024

Deputy Mayor Miller moved to approve the agenda and consent agenda. Councilmember Cox seconded. The motion carried.

6. Public Recognitions and Presentations

A. **Poetry Reading**
Cynthia Pratt, Poet Laureate

Poet Laureate Cynthia Pratt presented a poem titled "All the Reasons I Love You" about her love of Lacey in recognition of National Poetry Month.

7. Public Comment

Verbal Public Comment
Two (2) people signed up to speak at the meeting. No one registered to speak via Zoom.

Larry Dittloff, Lacey resident, commented on city stormwater improvements and a code enforcement concern in his neighborhood for which he provided photos.

Larry Taylor, Lacey resident, commented in opposition to a proposed roundabout at Martin Way and Meridian Avenue in unincorporated Thurston County. Taylor provided resident letters regarding the project.

Written Public Comment
No written public comments were received.

8. Public Hearing (None)

9. Proclamations

A. **Child Abuse Prevention Month**
Shelly Willis, Executive Director of Family Education and Support Services

Mayor Ryder and Council proclaimed April 2024, Child Abuse Prevention Month in the City of Lacey. Roger Jones, Community Engagement Director of Family Education and Support Services, was present to accept the proclamation.

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10. **Resolutions (None)**
11. **Ordinances (None)**
12. **Mayor's Report (None)**
13. **City Manager's Report**

A. **Certificate of Achievement for Excellence in Financial Reporting Program**
Troy Woo, Finance Director
Kristy Wolf, Financial Services Manager
Chelsea Yarwood, Accounting Manager

Yarwood described the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program. Yarwood explained that the City had received the certificate for its 2022 report. Nationally and in Washington state, fewer than 10 percent of cities receive this distinction.

B. **Contract Award: S10 Generator, Well Pump, & Site Improvements (PW2022-29)**
Trent Lougheed, P.E., Utilities Engineer

Lougheed presented information about the Source 10 Well and the project goals to install a standby diesel generator and upgrade the well pump to restore capacity to roughly 800 gallons per minute. Lougheed summarized the competitive contract award and construction impacts.

Councilmember Steadman moved to award Contract PW2022-29 to McClure and Sons in the amount of $1,367,555.30. Councilmember Cox seconded. Motion carried.

C. **2024 State Legislative Session Overview**
Shannon Kelley-Fong, Assistant City Manager
Brian Enslow, State Government Affairs Consultant

Enslow provided a presentation to the City Council summarizing policy outcomes of the 2024 State Legislative Session. Enslow noted positive advocacy efforts and efforts to protect local governments from preemptive legislation. Budget outcomes favorable to the city were highlighted and various policy initiatives were summarized. Enslow commented on potential changes in legislative membership that may have implications for local government advocacy in the near future.

D. **Advisory Board Stipend Update**
Shannon Kelley-Fong, Assistant City Manager

Kelley-Fong presented findings of the City's voluntary demographic survey of advisory board members. Kelley-Fong noted instances of under- and over-

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representation and how they compared with available demographic data for the Lacey community at large. Kelley-Fong pointed out that gaps suggest a need for targeted outreach.

14. Other Business (None)

15. Boards, Commissions and Committee Reports

A. Mayor Andy Ryder:

1. Mayors' Forum
2. Thurston Chamber Shared Legislative Committee
3. Transportation Policy Board (TPB)

Mayor Ryder did not provide any reports.

B. Deputy Mayor Malcolm Miller:

1. Economic Development Council (EDC)
2. Lodging Tax Advisory Committee (LTAC)
3. Thurston County Coalition Against Trafficking (TCCAT)
4. Joint Animal Services Commission (JASCOM)

Deputy Mayor Miller provided reports for the Joint Animal Services Commission and the Lodging Tax Advisory Committee.

C. Councilmember Lenny Greenstein:

1. Emergency Medical Services (EMS)
2. TCOMM911

Councilmember Greenstein was excused and no reports were provided.

D. Councilmember Michael Steadman:

1. Nisqually River Council
2. Thurston County Law & Justice Council
3. Olympic Region Clean Air Agency (ORCAA)

Councilmember Steadman provided a report for the Olympic Region Clean Air Agency.

E. Councilmember Carolyn Cox:

1. LOTT Clean Water Alliance

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2. Regional Housing Council
3. Intercity Transit Authority

As the alternate representative, Councilmember Cox provided reports for the Thurston Climate Mitigation Collaborative and Thurston Regional Planning Council. Councilmember Cox also provided a report for the LOTT Clean Water Alliance.

F. Councilmember Robin Vazquez:

1. Thurston Climate Mitigation Collaborative
2. Thurston Regional Planning Council (TRPC)
3. Thurston County Board of Health

Councilmember Vazquez was excused and no reports were provided.

G. Councilmember Nicolas Dunning:

1. Thurston Thrives
2. Solid Waste Advisory Committee (SWAC)
3. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB)

Councilmember Dunning provided reports for the Solid Waste Advisory Committee and the Olympia-Lacey-Tumwater Visitor & Convention Bureau.

16. Adjourn

Mayor Ryder adjourned the meeting at 8:07 p.m.

MAYOR: _____

ATTESTED BY CITY CLERK: _____

DATE APPROVED: _____

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City of Lacey, Washington
Lacey City Council Worksession Minutes

Tuesday, April 23, 2024	6:00 PM	Council Chambers and Online

1. Call to Order

Deputy Mayor Malcolm Miller called the meeting to order at 6:00 p.m.

2. Roll Call

Council Present
Deputy Mayor Malcolm Miller
Councilmember Lenny Greenstein
Councilmember Michael Steadman
Councilmember Carolyn Cox
Councilmember Robin Vazquez
Councilmember Nicolas Dunning

Council Excused
Mayor Andy Ryder

Staff Present
Rick Walk, City Manager
Dave Schneider, City Attorney
Jennifer Burbidge, Parks, Culture and Recreation Director
Troy Woo, Finance Director
Jamie Oakland, Parks Maintenance Supervisor
Paul J. White, Deputy City Clerk

3. Land Acknowledgment

Deputy Mayor Miller presented the abbreviated Land Acknowledgment.

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4. Approval of the Agenda

Councilmember Greenstein moved to approve the agenda. Councilmember Steadman seconded. The motion carried.

5. Agenda Items

A. **Regional Athletic Complex (RAC) Phase 3 Design Concept and Financing**
Jennifer Burbidge, Parks, Culture and Recreation Director
Troy Woo, Finance Director
Jamie Oakland, Parks Maintenance Supervisor

Director Burbidge presented options for expansion of the Regional Athletic Complex (RAC), including capital and maintenance and operations cost estimates. Staff's recommended option would install baseball fields west of Marvin Road and improve Soccer Fields 1 and 2 with bleachers, artificial turf, and lighting upgrades. Director Woo provided preliminary 2023 operating revenue and expenditures for the RAC and projected revenue and expenditures over several years. Public Facilities District sales tax projections over several years were presented.

Ryan Perkins of the Oly Soccer Foundation was in the audience and requested permission to speak. Deputy Mayor Miller invited Perkins, without objection, to join the conversation. Perkins commented on the amenities needed to make Soccer Field 1 attractive for championship use.

Council resumed consideration of agenda item 5a. Councilmembers provided general opinions by way of an electronic poll on whether staff should move forward with the recommended option, whether other revenue sources should be sought, and what proportion of Public Facilities District funds should be spent on capital versus maintenance, operations, and lifecycle replacement costs.

B. **Parks Capital Improvement Program (PCIP) and Formation of Parks Improvement Funding Work Group**
Jennifer Burbidge, Director of Parks
Troy Woo, Finance Director
Jamie Oakland, Parks Maintenance Supervisor

Director Burbidge summarized current operations of the Parks, Culture, and Recreation Department and locations of recreation facilities and parks. Maintenance Supervisor Oakland described park maintenance activities and current conditions of park facilities. Director Woo presented preliminary 2023 operating expenditures and revenue. Burbidge described 2021-2022 community

DRAFT

outreach efforts, the resulting Parks Comprehensive Plan, and the need for an ad hoc advisory Parks Improvement Work Group. Burbidge presented a list of potential new capital projects with cost estimates from the Parks Capital Improvement Program and noted available and possible funding options. Woo summarized the impacts of incurring voter-approved debt through general obligation bonds. Olympia's and Tumwater's metropolitan park district (MPD) levy rates were presented and potential revenue and household impact of a Lacey MPD was described. Burbidge outlined next steps for the formation of a Parks Improvement Funding Work Group to identify improvement priorities, associated costs, and a funding strategy.

6. Adjourn

Deputy Mayor Miller adjourned the meeting at 8:02 p.m.

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LACEY CITY COUNCIL MEETING
May 7, 2024

SUBJECT: **Disbursement Approval**

RECOMMENDATION: **By motion, approve payment of claims, wages, and transfers.**

STAFF CONTACT: Troy Woo, Finance Director TW
Alix Turcotte, Senior Accountant
Carrie Bode, Accounting Technician CB

ORIGINATED BY: Finance Department

BACKGROUND:

The action requested of the City Council is by motion to approve payment of claims, wages and transfers for 4/8/2024 through 4/25/2024. The disbursements consist of the following:

Checks:	Week of	Beg. Check No.	End. Check No.	Amount
	4/12/2024	274467	274560	467,784.93
	4/19/2024	274561	274640	468,432.04
	4/25/2024	274641	274707	182,946.57

Electronic Transfers:	Week of	Amount
	4/8/2024	159.50
	4/8/2024	14.65
	4/9/2024	116,639.04
	4/10/2024	30.00
	4/11/2024	30.25
	4/12/2024	234,428.30
	4/12/2024	1,684.33
	4/15/2024	5,821.75
	4/15/2024	3,967.47
	4/18/2024	451.90
	4/19/2024	744,932.02
	4/24/2024	100.07
	4/24/2024	647.00
	4/25/2024	215,600.81
	4/25/2024	189.45

Significant Disbursements:

Vendor		Amount	Description
WA State Department of Revenue	$	116,639.04	March 2024 Excise Taxes
PACV 280 LP	$	111,317.88	Utility Refund
City of Lacey	$	156,266.45	JAS Sewer Repair
Forma Construction Company	$	551,838.16	New Police Station
Puget Sound Energy Inc	$	81,562.72	Utility Bills
Tucci & Sons Inc	$	54,730.91	2023 Overlay Phase 1

CITY OF LACEY
Official Proclamation

WHEREAS, on May 12, 1984, the greater Thurston County community successfully hosted the "The Event of the Century," the first-ever Women's Olympic Marathon Trials, which culminated in selecting the three winners to represent the United States in the historic, first-ever International Olympic Games Women's Marathon; and

WHEREAS, prior to this event, for 88 years women marathoners were explicitly denied the opportunity to compete in the Olympic Games Marathon event because of discriminatory views that women were unable to, or should not, complete in marathons---in spite of women frequently doing so throughout the world; and

WHEREAS, at this event, a total of 238 outstanding, dedicated women marathoners from throughout the United States made history by competing in this event, running along a course that included through the City of Lacey along College Street., 45th Avenue, Ruddell Road, and Lacey Boulevard; and

WHEREAS, this event showcased community and regional pride and enthusiasm with participation from over 4,500 volunteers, the cities of Lacey, Olympia, Tumwater, Thurston County, Saint Martin's College, Intercity Transit, state agencies, the local business community, hundreds of donors, running organizations, and more; and

WHEREAS, Joan Benoit Samuelson placed first in the Women's Trials and on August 5, 1984, in Los Angeles at the Olympic Games, Benoit Samuelson triumphed as the first Women's Marathon Gold Medalist in International Olympic Games history; and

WHEREAS, this year marks the 40th year anniversary of this historic event and is being celebrated with a reunion in Olympia at which Benoit Samuelson, fellow United States team-mate Julie Brown, and more than 60 of the original 1984 competitors will be in attendance;

NOW, THEREFORE, I, Andy Ryder, Mayor of the City of Lacey, on behalf of the Lacey City Council, proclaim the week of *May 12, 2024*, as

Historic Women's Olympic Marathon Trials Celebration Week

in the City of Lacey, and encourage all community members to celebrate this significant monument in sports which advanced sports equity and inspired countless future generations of women to pursue excellence in athletics and other endeavors.

Mayor Andy Ryder
May 7, 2024

CITY OF LACEY
Proclamation

WHEREAS, transportation accounts for about one-third of the energy use in Washington State, and about half of our CO2 emissions from fossil fuel; and

WHEREAS, bicycle commuting reduces energy consumption, pollution, parking problems, and traffic congestion; and

WHEREAS, bicycling makes people healthier and more productive, prevents chronic diseases through physical activity, and supports physical, emotional, and mental well-being; and

WHEREAS, the City of Lacey has adopted a Pedestrian and Bicycle Plan to prioritize and encourage bicycle and pedestrian trips by providing a safe, well-connected, and convenient bicycle and pedestrian circulation network throughout the city; and

WHEREAS, the City of Lacey encourages and supports pedestrian and bicycle facilities through our development standards; and

WHEREAS, Intercity Transit, with sponsors including many area businesses and organizations, is hosting the 36th Annual Bicycle Community Challenge in May 2024; and

NOW, THEREFORE, in recognition of the 67th National Bike Month, I, Andy Ryder, Mayor of the City of Lacey, on behalf of the Lacey City Council, proclaim May 2024, as

Bicycle Month

in the City of Lacey, and encourage all community members to consider using active recreation and transportation modes, when possible.

Mayor Andy Ryder
May 7, 2024

CITY OF LACEY
Official Proclamation

WHEREAS, the observation began in 1977 as Pacific-Asian American Week, and in 1992, Congress officially designated the month of May as Asian Pacific American Heritage Month, calling upon all people of the United States to observe this time with ceremonies, activities, and programs; and

WHEREAS, with this proclamation, we celebrate a diversity of cultures and people, including individuals from: the entire Asian continent (including China, Vietnam, Korea, Japan, Philippines, India, Pakistan, and more); Pacific islands of Melanesia (including New Guinea, New Caledonia, Vanuatu, Fiji, and the Solomon Islands); Micronesia, (including Marianas, Guam, Wake Island, Palau, Marshall Islands, Kiribati, Nauru, and the Federated States of Micronesia); and Polynesia, (including New Zealand, Hawaiian Islands, Rotuma, Midway Islands, Samoa, American Samoa, Tonga, Tuvalu, Cook Islands, French Polynesia, and Easter Island); and

WHEREAS, in Washington, people of Asian, Native Hawaiian, and Pacific Islander descent have lived and worked here for more than 200 years, and in 2024, represent 11.25 percent of Washingtonians and 11 percent of the population of the City of Lacey; and

WHEREAS, during Asian American Pacific Islander Heritage Month, we honor and celebrate the legacy, rich heritage, and incredible strength and resiliency of our community members of Asian, Native Hawaiian, and Pacific Islander descent, and celebrate their countless achievements and contributions to the advancement of the United States and the City of Lacey, including but not limited to serving in our Armed Forces, as elected officials, public servants, essential workers, teachers, business owners, cultural and creative industry leaders, and innovators; and

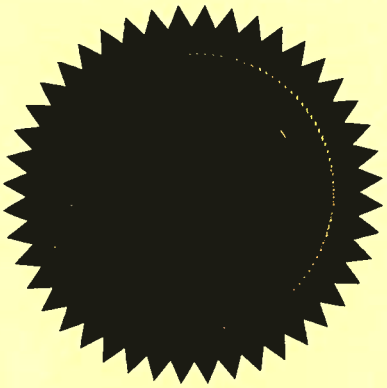
WHEREAS, the City also recognizes that throughout our history, individuals and communities of Asian, Native Hawaiian, and Pacific Islander descent have been the target of violence, discrimination, disenfranchisement, efforts to restrict immigration, and other xenophobic policies at the federal, state, and local level; and

WHEREAS, the City of Lacey is dedicated to creating an equitable, inclusive, and welcoming community for all; and

NOW, THEREFORE, I, Andy Ryder, Mayor of the City of Lacey, on behalf of the Lacey City Council, proclaim May 2024, as

Asian American Pacific Islander Heritage Month

in the City of Lacey, and encourage all community members to celebrate and learn more about our Asian, Native Hawaiian, and Pacific Islander communities and their histories and contributions to our city and society.



Mayor Andy Ryder
May 7, 2024

CITY OF LACEY
Official Proclamation

WHEREAS, the history of Lacey begins with the Coast Salish people, specifically Southern Lushootseed speakers, the Nisqually and Squaxin Island tribes, who have lived here since time immemorial and are still here today; and

WHEREAS, early American settlers traveled in covered wagons, including the first settlers in Lacey, David and Elizabeth Harrison Chambers who arrived in 1845, and whose property became the Mountain View Golf Course, the Mountain View Rodeo, and eventually Panorama; and

WHEREAS, the Northern Pacific Railroad reached the rural farming community of Woodland in 1889 and built a depot to service it, bringing a hotel, school district, platted subdivision, and racetrack; and in 1891, a post office was established with the new name of Lacey to avoid confusion with another town in the state; and

WHEREAS, in 1895, Saint Martin's College opened its doors; and on its campus in 1922 KGY radio received one of the earliest radio licenses in the state of Washington; and

WHEREAS, in the mid-20th century, many Black people arriving in Thurston County faced housing challenges due to discrimination and redlining, lived in Lacey which was without racially restricted covenants; and

WHEREAS, a group of local business owners and representatives from the North Thurston School District, the Lacey Fire District, and the Lacey Area Chamber of Commerce joined forces to prevent annexation into Olympia; and through a vote of its residents, the City of Lacey was incorporated on December 5, 1966; and

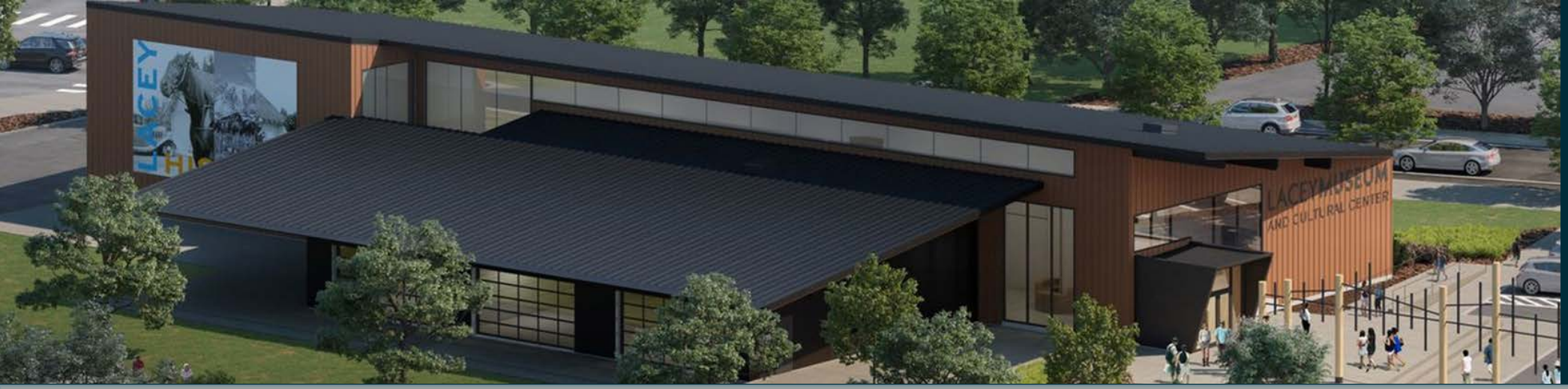
NOW, THEREFORE, I, Andy Ryder, Mayor of the City of Lacey, do hereby proclaim the month of May 2024, to be

Lacey History Month

AND FURTHER, I encourage all community members to join me in discovering and celebrating Lacey's longstanding and vibrant history during this month of May and throughout the year.



Mayor Andy Ryder
May 7, 2024



LACEY MUSEUM AND CULTURAL CENTER

Stories of the South Sound
as told by those who lived it



Lacey History Month

Lacey City Council
May 7, 2024

2023-2024 Season

LACEY MUSEUM AND CULTURAL CENTER

The Fight for Gay and Lesbian Adoption Rights:

A Milestone on the Road to LGBTQIA+ Equality

Wednesday, April 10
6:30 p.m.
Lacey City Hall, Council Chambers or Online via Zoom



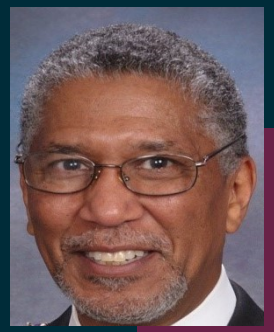




150 Years of Jewish History in the South Sound

Thursday, March 14
6:30 p.m.
Lacey City Hall, Council Chambers or Online





Lester
Dickson

HISTORY TALKS!

LACEY MUSEUM
AND CULTURAL CENTER

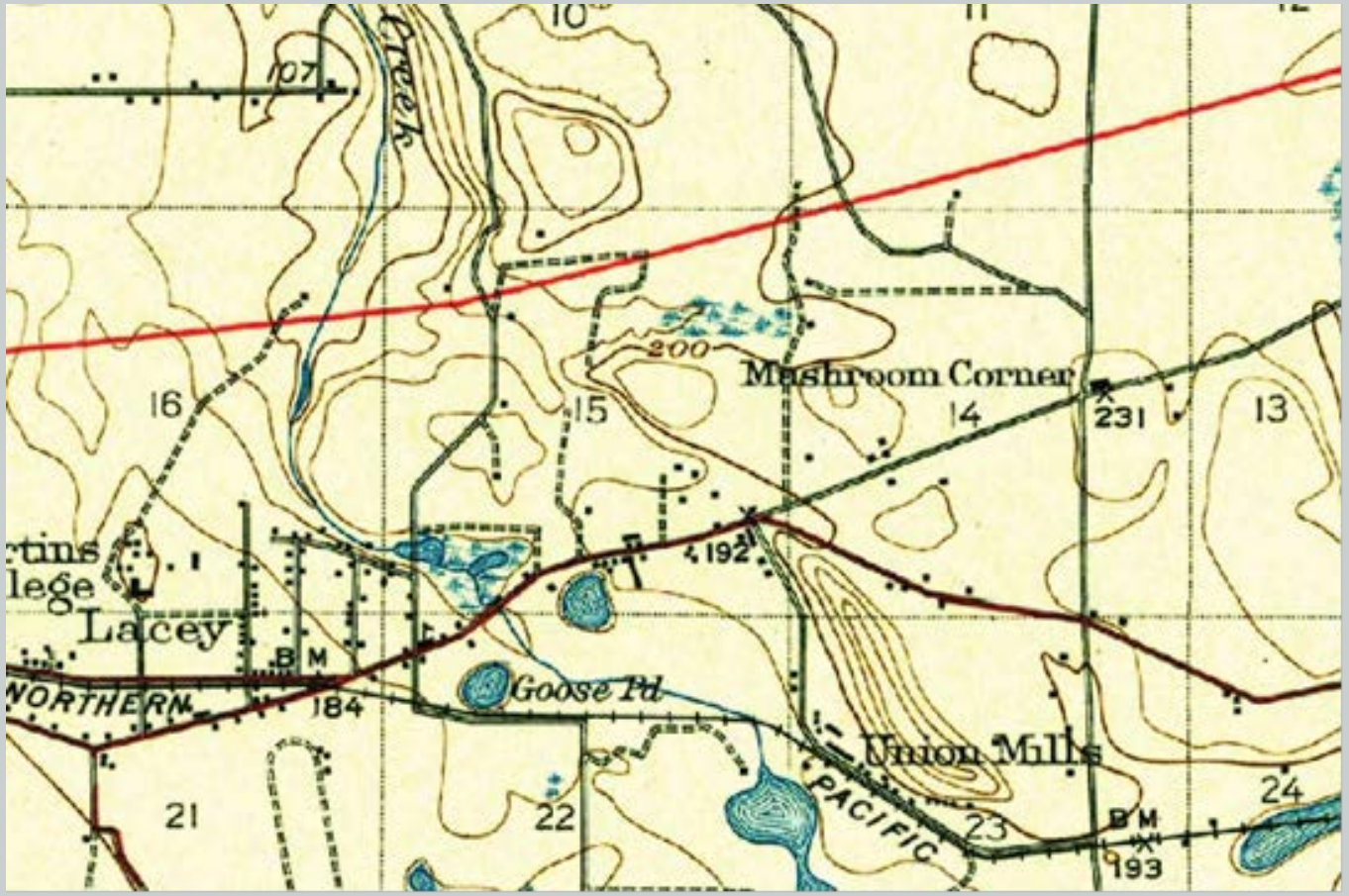
Prince Hall Freemasons and Washington State

Wednesday, May 8
6:30 p.m.
Lacey City Hall, Council Chambers or
Online via Zoom



Research Requests

Why is it called Mushroom Corner on this 1937 map if Ostrom's didn't move to Lacey until 1967?



1937 Map of Olympia, U. S. Geological Survey

Mushroom Farms in Lacey

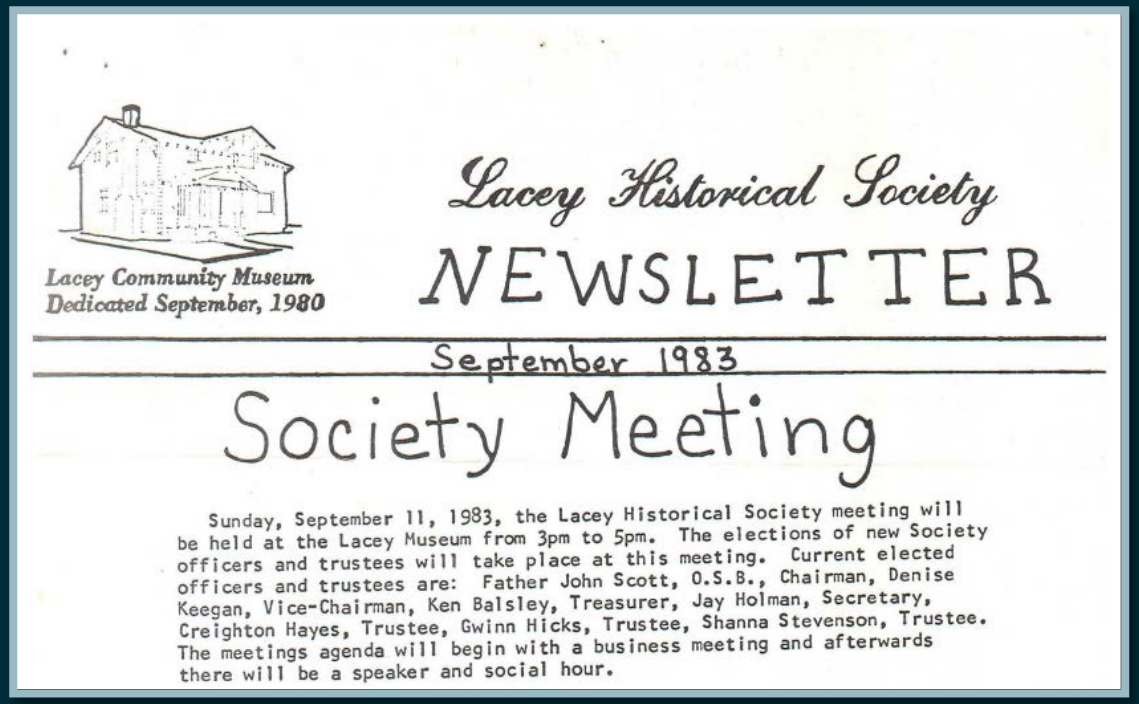


Mushroom Factory
Marvin and Steilacoom Rds.,
c. 1940

- 1933 Ritchie Mushroom Farm
- 1937 Grocery Products Mfg.
- 1940 Vacant
- 1945 Michigan Mushroom Farm (Olympia Mushroom Farm)
- 1961 Green Giant
- 1967 Ostrom's Mushroom Farm
- 2019 Ostrom's closes

1997-007 Assessor's Photo Collection

Lacey Historical Society



Lacey Community Museum
Dedicated September, 1980

Lacey Historical Society

NEWSLETTER

September 1983

Society Meeting

Sunday, September 11, 1983, the Lacey Historical Society meeting will be held at the Lacey Museum from 3pm to 5pm. The elections of new Society officers and trustees will take place at this meeting. Current elected officers and trustees are: Father John Scott, O.S.B., Chairman, Denise Keegan, Vice-Chairman, Ken Balsley, Treasurer, Jay Holman, Secretary, Creighton Hayes, Trustee, Gwinn Hicks, Trustee, Shanna Stevenson, Trustee. The meetings agenda will begin with a business meeting and afterwards there will be a speaker and social hour.

- LHS Records added to museum collection
- $50K for museum collections, outreach and/or exhibits
- $5K for Jacob Smith House interpretive marker

Before Gallery Improvements

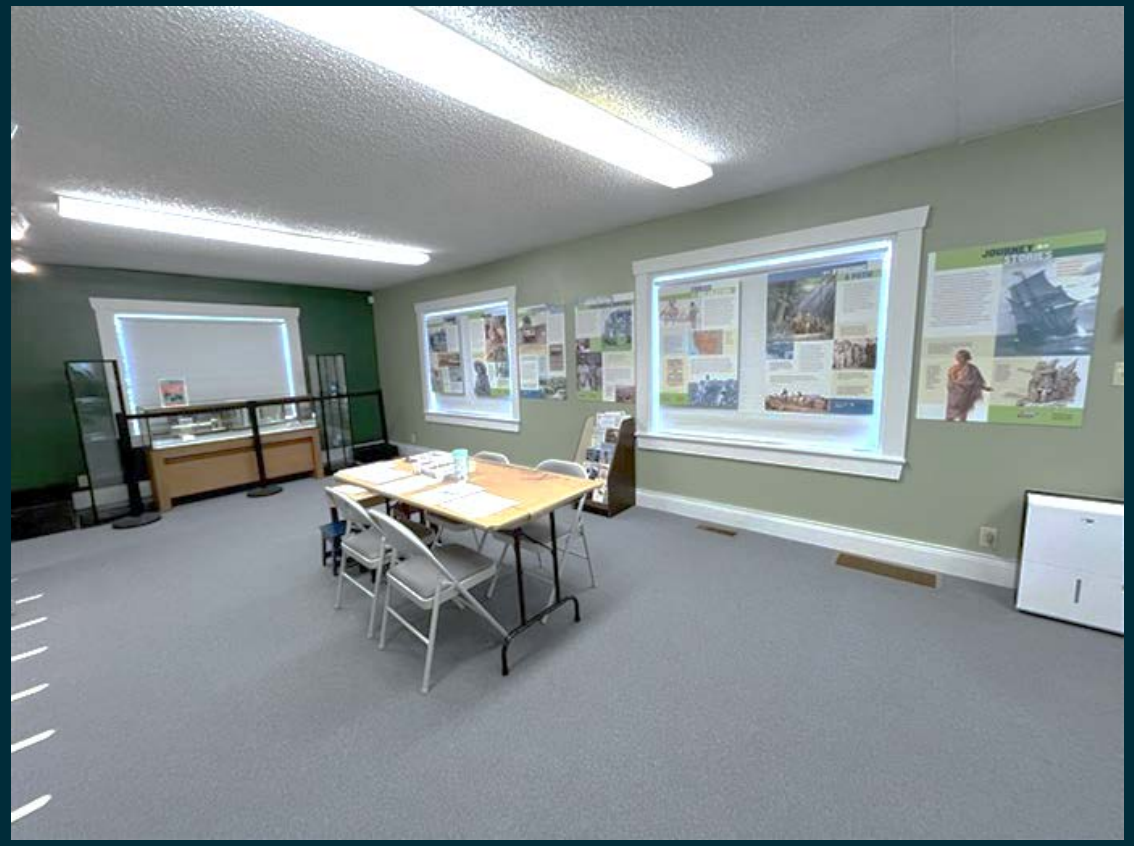
LACEY MUSEUM AND CULTURAL CENTER

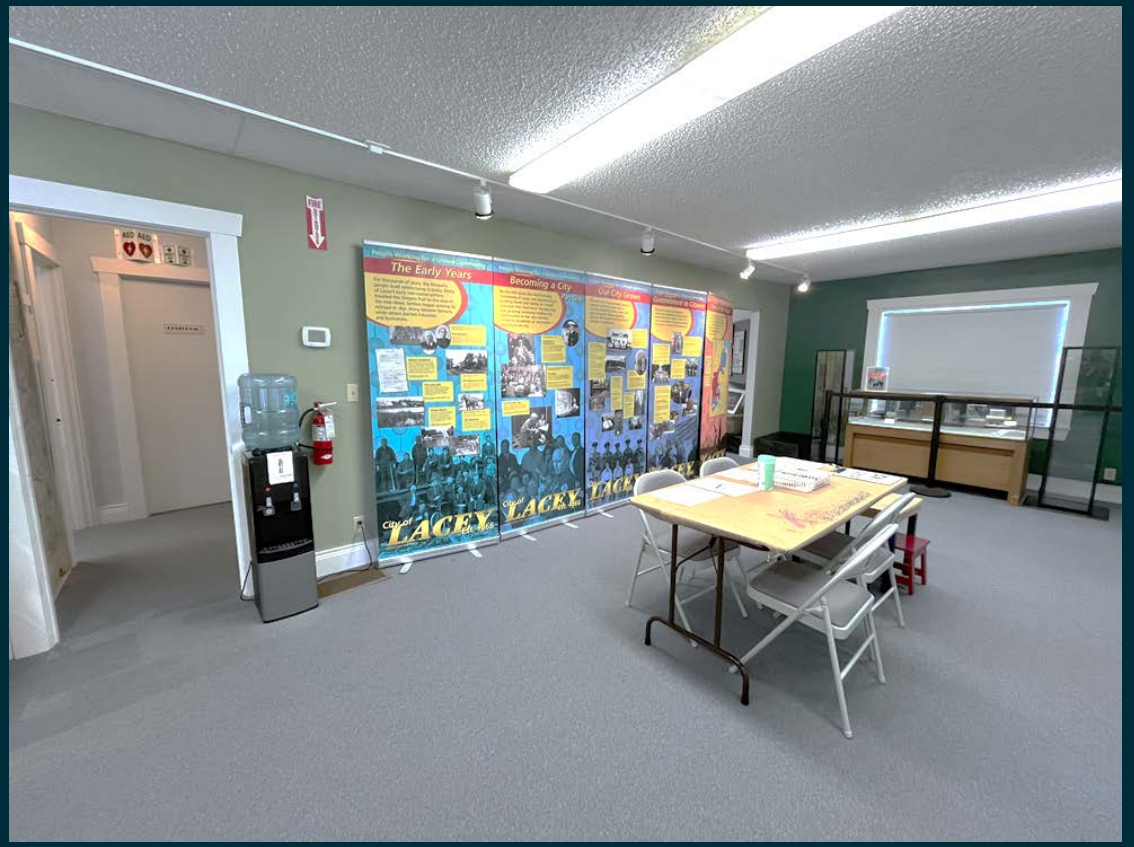




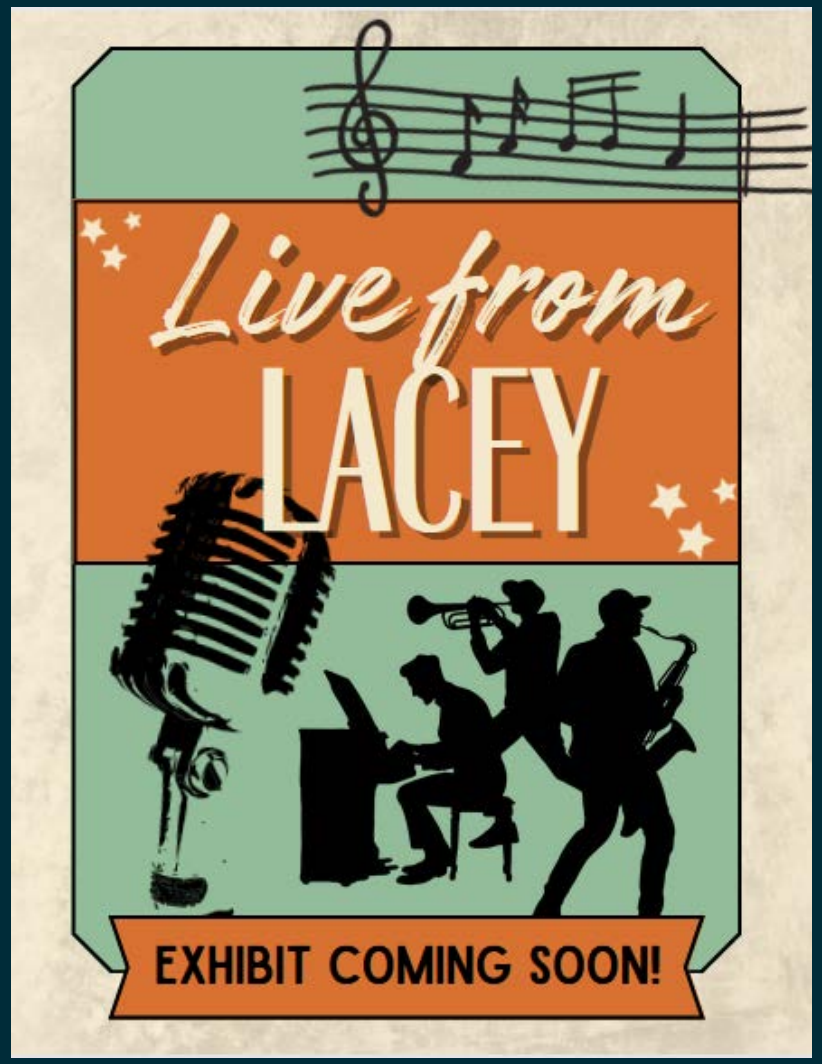
After Gallery Improvements

LACEY MUSEUM AND CULTURAL CENTER





Exhibits



LACEY MUSEUM AND CULTURAL CENTER



Oral History Project

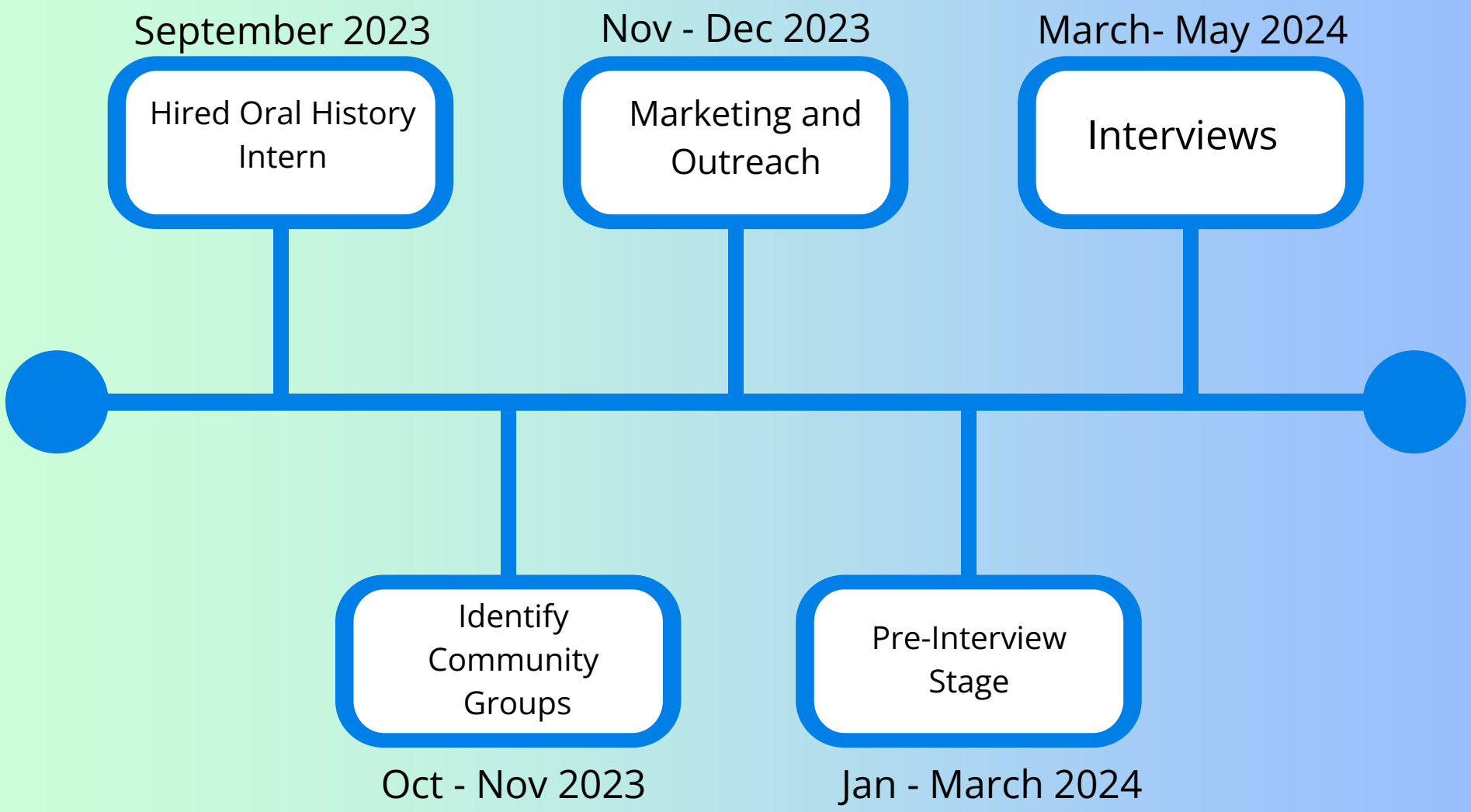
- Fill gaps in museum research and collections
- Underrepresented cultures and self-identified groups
- Build community relationships
- Funded through $15,000 Diversity in Local History Grant

Stories of the South Sound

as told by those who lived it

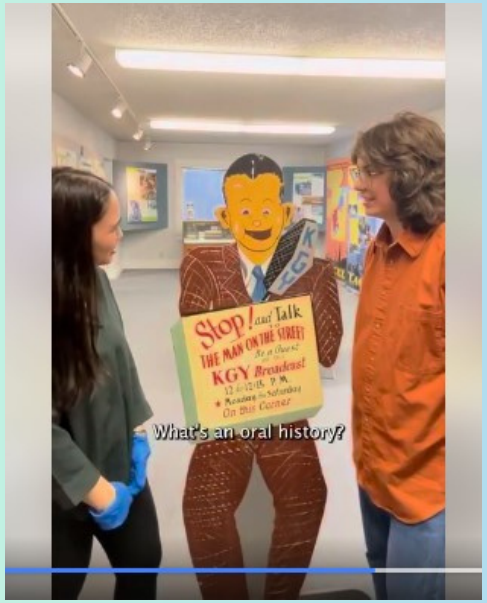


Our Timeline



Marketing and Outreach

- Museum Newsletter
- Tabling
- Posters
- Social Media
- Word of mouth



Felicia and Fulton



Lauren



Cody

Our Process

1. Outreach
2. Project introduction
3. Meeting with potential narrators
4. Interview questions and release form
5. Interview



Example Interview



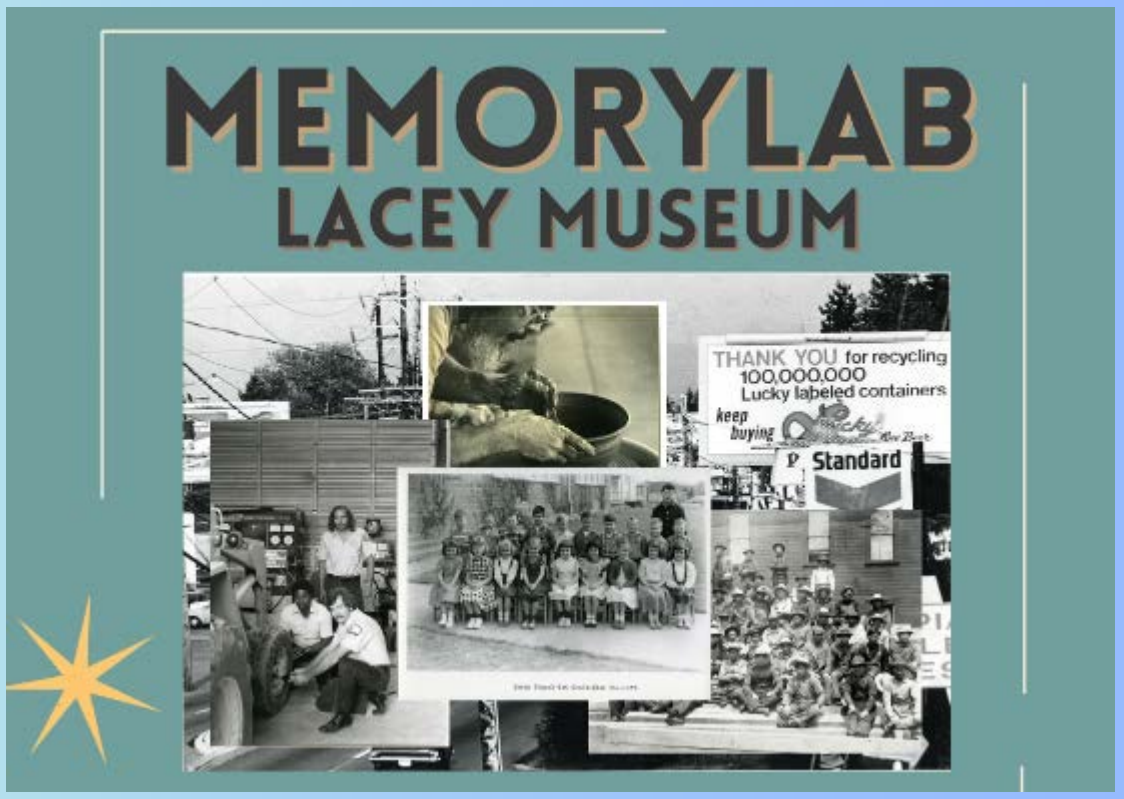
Interviews

Stories of the South Sound

12 narrators scheduled for interviews

MemoryLab

10 short form interviews completed





Next Steps

1. Complete interviews
2. Edit oral histories
3. Display interviews at the Lacey Museum
4. Continue connecting with community



Ken Balsley
Lacey Historian of the Year Award



- Significant contribution to the promotion or preservation of Lacey's history

Ken Balsley (1942-2023)

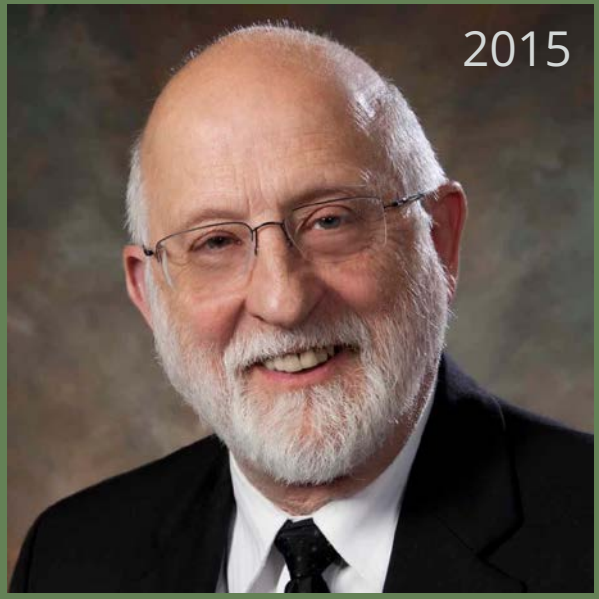
Past Recipients

Honoree	Year
Dr. Thelma Jackson	2023
Seth Huff	2022
Marisa Merkel	2020
Amy Turner Nora Brown	2017
Lori Flemm	2016
Ken Balsley	2015
Richard Jones	2014
Susan Goff	2013
Diane Dean	2012
Matthew Connor	2011
Lanny Weaver	2010
Lyman Fleetwood	2007
Andrea Taylor	2005
Dr. William Ehlers	2004
Roger Easton Lacey Women's Club	2003
Shirley Dziedzic	2002



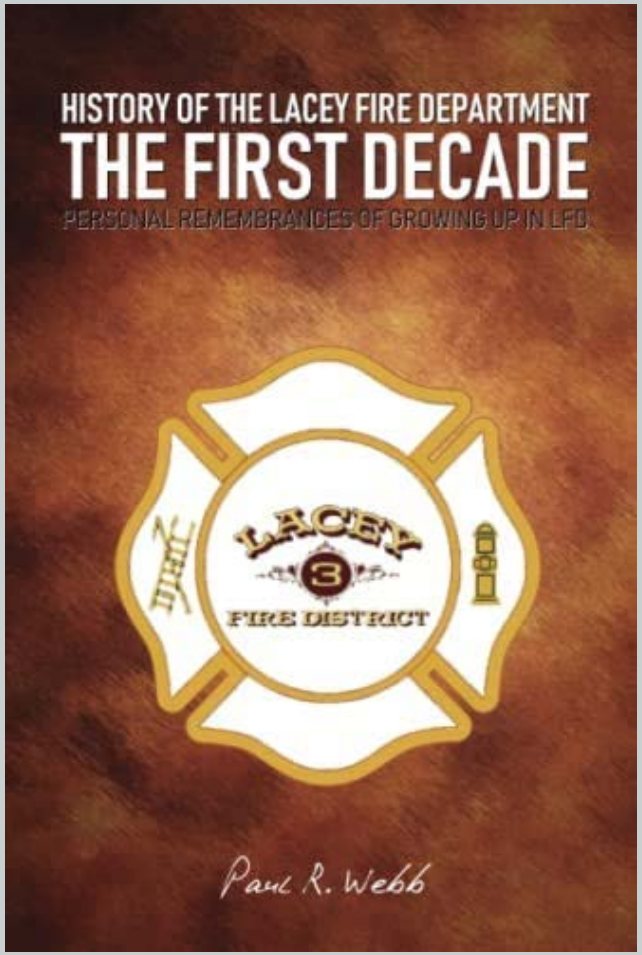






PAUL WEBB

2024 Ken Balsley
Lacey Historian of the Year





CITY OF LACEY
Official Proclamation

WHEREAS, in 1962, President John F. Kennedy proclaimed May 15th as National Peace Officers Memorial Day, and a joint resolution of Congress in 1962 established National Police Week, paying special recognition to those Law Enforcement Officers who made the ultimate sacrifice in the line of duty for the safety and protection of others; and

WHEREAS, there are more than 800,000 Law Enforcement Officers currently serving in communities across the United States, including the 82 dedicated officers and staff of the Lacey Police Department.

WHEREAS, the City of Lacey recognizes the invaluable contributions of the Lacey Police Department to the safety and well-being of our community; the dedication and professionalism of our police force inspires trust, confidence, and a sense of security among our community members; and

WHEREAS, the Lacey Police Department actively engages with our community through various outreach programs, including community policing initiatives, outreach and resource teams, neighborhood watch programs, and youth mentorship programs, to build trust, strengthen relationships, and enhance public safety; and

WHEREAS, the Lacey Police Department's commitment to de-escalation techniques, crisis intervention training, and community-oriented policing has resulted in a remarkable 99.9% non-use of force rate, demonstrating a dedication to resolving conflicts peacefully; and

WHEREAS, during National Police Week, we express our gratitude for officers of the Lacey Police Department and other law enforcement agencies for upholding justice, protecting our rights and freedoms, promoting safety for all our community members; and

NOW, THEREFORE, I, Andy Ryder, Mayor of the City of Lacey, on behalf of the Lacey City Council, proclaim May 9 – 18, 2024, as

National Police Week

in the City of Lacey, and encourage all community members to join in recognizing our Lacey Police Department for their dedicated service to our community and to honor all fallen officers and their families.

Mayor Andy Ryder
May 7, 2024

Lacey Police Department Summer Events 2024

Community Resource Unit

Police Records Specialist Lindsay Palmer

Coffee With A Cop

- Partner with different local businesses regularly
- Informal meet & greet style
- Serve coffee, chat with patrons; allows for one-on-one conversations
- Some are themed, or we partner with other agencies (Game Night, Costume With A Cop, etc.)
- Next one on June 12th, 2024 from 8-10 AM at Cutter's Point in Hawks Prairie!

Coffee With A Cop



















CITY OF LACEY
Shaping our community together

School & Daycare Visits

- Contacted by schools or daycares that would like to set up a visit
- We usually go to their location, although some come to us
- Bring stickers, talk about safety, see a patrol car and pet Trip!

School & Daycare Visits















CITY OF LACEY

Shaping our community together

Cops, Cars N Kids

- Free annual event beginning in 2015
- Car show with bounce houses, free snow cones & popcorn, patrol & SWAT demonstrations, LPD Swag Booth, rock painting, Home Depot workshop, food trucks and Bloodworks NW Bloodmobile!
- This year will be held at Cabela's July 27th, 2024 from 11-3PM
- Usually draws a few thousand people

Cops, Cars N Kids





















CITY OF LACEY

Shaping our community together

National Night Out

- Annual event held the first Tuesday in August
- We ask neighborhoods to host an event that we attend (meet & greet, BBQ, ice cream social, etc.)
- Our crime analyst runs crime statistics for each neighborhood so we can share relative crime prevention information with each neighborhood
- This year, National Night Out is August 6th, 2024!

National Night Out















CITY OF LACEY
Shaping our community together

Summer Community Events We Attend

- Fun Fair
  - May 18th-19th at St. Martin's University
- 3rd of July
  - At Rainier Vista Park
- South Sound Chamber BBQ Festival
  - July 13th at Huntamer Park
- Children's Day
  - October 7th at Huntamer Park
- Various HOA and Crime Prevention Through Environmental Design (CPTED) meetings



Where Can I Find Upcoming Event Information?

- Follow us on Social Media!
  - X: @LaceyPpolice
  - Facebook: Lacey Police Department
  - Instagram: laceypolicedepartment911
- Website
  - City: https://cityoflacey.org/
  - Police: https://cityoflacey.org/departments/police/

Event Coordinator Contact

- Lindsay Palmer
  - l.palmer@cityoflacey.org



LACEY CITY COUNCIL MEETING
May 7, 2024

SUBJECT: **Parks Projects Grant Applications Authorization**

RECOMMENDATION: **Proceed with Option 1:**

1. Motion to "Adopt Resolution No. 1146 authorizing city staff to apply for funding assistance managed by the Washington State Recreation and Conservation Office (RCO) for the William A. Bush Park Project."

2. Motion to "Adopt Resolution No. 1147 authorizing city staff to apply for funding assistance managed by the Washington State Recreation and Conservation Office for the Rainier Vista Park Project."

STAFF CONTACT: Shannon Kelley-Fong, Assistant City Manager, Acting City Manager SKF
Jen Burbidge, Parks, Culture & Recreation Director JB
Jenny Wilson, Senior Parks Planner JW

ORIGINATED BY: Parks, Culture & Recreation Department

ATTACHMENTS:
1. Application/Resolution/Authorization Form
2. Proposed Resolution No. 1146 – William A. Bush Park Project
3. Proposed Resolution No 1147 – Rainier Vista Park Project

FISCAL NOTE: The City must match the grant amount awarded. The park's location determines the percent of the match. William A. Bush Park has a 50% match requirement. Rainier Vista Park qualifies for a 20% match.

The William A. Bush Park project has design and construction dollars identified in the 2024 budget to satisfy the match requirement. The Rainier Vista Project would require a budget amendment to satisfy the match requirement. The William A. Bush Park project is estimated to cost $442,000. If successful, the City portion would be $111,000.

The Rainier Vista Park Project is estimated to cost $914,130. If successful, the City portion would be $389,130.

PRIOR REVIEW: 2024 Budget

BACKGROUND:

Staff would like to apply for two RCO grant opportunities, a playground replacement at William A. Bush Park and the installation of four additional pickleball courts at Rainier Vista Park. The 2023-2029 Lacey Parks, Culture and Recreation (LPCR) Comprehensive Plan identifies these projects as priorities.

Previously, all RCO grants required a 50% match. In 2024 the RCO introduced a policy to allow certain project areas a grant match ranging from 10-50% in order to advance Washington State's priority of creating meaningful access to outdoor recreation by improving opportunities in communities with less access to parks and open space. The park's location determines the percent of the match. Rainier Vista Park qualifies for a 20% match because it has been identified as an underserved population by the RCO. William A. Bush Park does not qualify according to the criteria and remains at a 50% match requirement.

The William A. Bush Park project includes replacing the main playground for ages 5-12 and adding pour-in-place surfacing for increased accessibility and safety. Gateway Rotary Club is sponsoring the playground as a Legacy Project with a $110,000 contribution for the equipment.

The Rainier Vista Park project includes four new pickleball courts adjacent to the current courts, a softball field safety net, and two outdoor ping-pong tables. Thurston County Pickleball Association has committed $25,000 toward the project. Both of these projects qualify for the Washington Wildlife & Recreation Program – Local Parks. There is a maximum grant award amount of up to $500,000 for each development project.

A resolution is required by the governing body to proceed with authorization to apply for funds.

NEXT STEPS:

Option 1: Authorize city staff to apply for funding assistance by:

Adopting Resolution No. 1146 authorizing city staff to apply for funding assistance managed by the Washington State Recreation and Conservation Office (RCO) for the William A. Bush Park Project.

Adopting Resolution No. 1147 authorizing city staff to apply for funding assistance managed by the Washington State Recreation and Conservation Office for the Rainier Vista Park Project.

Option 2: Do not authorize city staff to apply for funding assistance.

Option 3: Some other option not contemplated in the above options.

WASHINGTON STATE
Recreation and
Conservation Office

Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name_____

Project(s) Number(s), and Name(s)_____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

15. This resolution/authorization is deemed to be part of the formal grant application to the Office.

16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date_____

On File at:_____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____Date:_____

Washington State Attorney General's Office

Approved as to form _____2/13/2020_____
Assistant Attorney General *Date*

You may reproduce the above language in your own format; however, text may not change.

RESOLUTION NO. 1146

CITY OF LACEY

A RESOLUTION OF THE CITY OF LACEY AUTHORIZING THE APPLICATION FOR FUNDING ASSISTANCE MANAGED BY THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE FOR THE WILLIAM A. BUSH PARK PROJECT.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City of Lacey ("City") intends to apply for funding assistance managed by the Washington State Recreation and Conservation Office ("Office") for the William A. Bush Park Project ("Project").

2. The City Manager or designee is the authorized representative/agent of the City of Lacey and is authorized to execute any and all documents related to the grant and to legally bind the City with respect to the Project for which we seek grant funding assistance managed through the Office.

3. The City has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf. The City understands and acknowledges that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. The City acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to act and sign on behalf of the organization.

5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

6. The City understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

7. The City further understands that prior to our authorized representative/agent executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and

the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative/agent as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative/agent executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

10. The City acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

11. The City acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

12. This resolution is deemed to be part of the formal grant application to the Office.

13. The City warrants and certifies that this resolution was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON,

this ____ day of _____, 2024.

CITY COUNCIL

By_____

Mayor

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

RESOLUTION NO. 1147

CITY OF LACEY

A RESOLUTION OF THE CITY OF LACEY AUTHORIZING THE APPLICATION FOR FUNDING ASSISTANCE MANAGED BY THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE FOR THE RAINIER VISTA PARK PROJECT.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City of Lacey ("City") intends to apply for funding assistance managed by the Washington State Recreation and Conservation Office ("Office") for the Rainier Vista Park Project ("Project").

2. The City Manager or designee is the authorized representative/agent of the City of Lacey and is authorized to execute any and all documents related to the grant and to legally bind the City with respect to the Rainier Vista Park Project for which we seek grant funding assistance managed through the Office.

3. The City has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf. The City understands and acknowledges that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. The City acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to act and sign on behalf of the organization.

5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

6. The City understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

7. The City further understands that prior to our authorized representative/agent executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and

the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative/agent as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative/agent executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

10. The City acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

11. The City acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

12. This resolution is deemed to be part of the formal grant application to the Office.

13. The City warrants and certifies that this resolution was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON,

this ____ day of _____, 2024.

CITY COUNCIL

By_____

Mayor

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

LACEY CITY COUNCIL MEETING
May 7, 2024

SUBJECT: **2024 Budget Amendment (Public Safety Sales Tax)**

RECOMMENDATION: **Move to adopt Ordinance 1659 amending the 2024 Budget establishing a new fund and budgeted amounts for the City of Lacey's share of the Thurston County public safety sales tax.**

STAFF CONTACT: Rick Walk, City Manager RW
Troy Woo, Finance Director TW

ORIGINATED BY: Finance Department

ATTACHMENTS:
1. Ordinance No. 1659
2. Summary for Proposed Ordinance

FISCAL NOTE: See attached Ordinance Exhibit "A".

WORK PLAN GOAL AND STRATEGY: None

PRIOR REVIEW: April 9, 2024 Council Worksession

BACKGROUND:

The proposed out of cycle budget amendment is limited to establishing a new fund and budget amounts relating to the voter approved Thurston County public safety two-tenths of one percent sales tax for law enforcement protection, corresponding prosecution and public defense, and elections security transactions. As required by Revised Code of Washington (RCW) 82.14.450 requires monies received must be shared between the county (60 percent) and the cities (40 percent on a per capita basis).

At the October 19, 2023, City Council meeting, the City Council adopted Resolution No. 1140, identifying the need for additional law enforcement personnel, to secure permanent funding for certain existing succession planning law enforcement positions, to continue social and support services as part of the law enforcement response, and to identify funding for the operations and maintenance of the new Police Station facility. The resolution also directed that any taxes distributed to the City of Lacey will be received into the City's Criminal Justice account and restricted for law enforcement.

The proposed budget amendment ordinance establishes a new criminal justice fund to account for this new special revenue source and to preserve original intent of the City Council. The proposed ordinance authorizes the following June to December 2024 budget appropriations:

- Salaries and benefits for the five (5) succession planning positions, which include two lieutenants, one sergeant, and two police officers.

- Salaries, benefits, and associated operating costs for four (4) new police officers.

- Professional services related to the Mobile Outreach Team from Thurston Mason Behavior Health.

- Capital outlays for four (4) new police vehicles and four (4) law enforcement laptops.

The proposed budget amendment includes expenditure reductions in the Current Expense Fund (001) relating to the transfer of the succession planning positions, Mobile Outreach Team expenses and the transfer of the related one-time reserves, which are funding these expenditures during 2024.

The full details of each of the proposed amendments are attached to the proposed ordinance as exhibit “A”.

OPTIONS:

1. Adopt Ordinance 1659 amending the 2024 Budget and established a new fund and budgeted amounts or the collection and distribution of the City’s share of the Thurston County public safety sales tax consistent with the direction of Resolution No. 1140, adopted by City Council on October 19, 2023.

2. Take no action and schedule a worksession to discuss other options for use of the City of Lacey’s share of the Thurston County public sales tax.

ORDINANCE NO. 1659

CITY OF LACEY

AN ORDINANCE AMENDING THE 2024 FISCAL YEAR BUDGET AND ORDINANCE NO. 1653 ADOPTING SAID BUDGET BY ESTABLISHING A NEW FUND AND BUDGETED AMOUNTS FOR THE CITY OF LACEY'S SHARE OF THE THURSTON COUNTY PUBLIC SAFETY SALES TAX AND ADOPTING A SUMMARY FOR PUBLICATION.

WHEREAS, on November 7, 2023, the voters of Thurston County approved a public safety two-tenths of one percent sales tax for law enforcement protection, corresponding prosecution and public defense, and elections security; and

WHEREAS, the Revised Code of Washington (RCW) 82.14.450 requires monies received must be shared between the county and the cities as follows: 60 percent must be retained by the county and 40 percent must be distributed on a per capita basis to the cities in the county; and

WHEREAS, on October 19, 2023, the City Council adopted Resolution No. 1140, identifying the need for additional law enforcement personnel, to secure permanent funding for certain existing succession planning law enforcement positions, to continue social and support services as part of the law enforcement response, and to identify funding for the operations and maintenance of the new Police Station facility and directed that any taxes distributed to the City of Lacey will be received into the City's Criminal Justice account and restricted for law enforcement purposes; and

WHEREAS, revenues were levied beginning on April 1, 2024 and the first distributions will be received by the City of Lacey and available for the making of said expenditures in June 2024.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, as follows:

Section 1. The 2024 fiscal year budget and Ordinance No. 1653 adopting said budget are hereby amended by making those certain changes to the 2024 fiscal year budget as set forth on Exhibit "A", attached hereto and made a part hereof as though fully set forth herein and for all purposes considered to be a portion of this ordinance.

Section 2. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. The summary attached hereto is hereby approved for publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, on this 7th day of May, 2024.

Approved as to form:

_____ _____

Mayor City Attorney

ATTEST:

_____

City Clerk

SUMMARY FOR PUBLICATION

ORDINANCE NO. 1659

CITY OF LACEY

The City Council of the City of Lacey, Washington, passed on May 7, 2024, Ordinance No. 1659 entitled "**AN ORDINANCE AMENDING THE 2024 FISCAL YEAR BUDGET AND ORDINANCE NO. 1653 ADOPTING SAID BUDGET BY ESTABLISHING A NEW FUND AND BUDGETED AMOUNTS FOR THE CITY OF LACEY'S SHARE OF THE THURSTON COUNTY PUBLIC SAFETY SALES TAX AND ADOPTING A SUMMARY FOR PUBLICATION.**"

A section by section summary of this ordinance is as follows:

Section 1 amends the 2024 fiscal year budget and Ordinance No. 1653 by revising the amounts which were budgeted for revenues and expenditures related to law enforcement purposes within certain funds.

Section 2 provides provisions for corrections.

Section 3 approves this summary.

A copy of the full text of this ordinance will be mailed without charge to any person requesting the same from the City of Lacey.

_____
City Clerk

Published: May 9, 2024

2024 Budget Amendments - Ordinance No. 1659 Exhibit "A"

Account Numbers	Account Description	2024 Budget	Budget Amendment	2024 Budget as Amended	Comments
	Current Expense Fund				
Revenues					
001-0000-308-0000	Beginning Cash	30,195,203	(168,555)	30,026,648	Beginning Cash/Cash Reserves
Total Current Expense Fund Revenues		82,183,851	(168,555)	82,015,296	
Expenditures					
001-0801-565-5826	Agreements / Mobile Outreach Team	213,520	(124,553)	88,967	Agreement with Thurston Mason Behavior Health
001-2107-521-1001	Salaries & Wages / Salaries-Regular		(450,446)	(450,446)	Salaries & Wages for five (5) succession planning positions
001-2107-521-2001	Personnel Benefits / Employer Paid Benefits		(155,609)	(155,609)	Benefits for five (5) succession planning positions
001-7501-597-1501	Transfers Out / Transfer Out	-	437,500	437,500	Transfer Fund 001 Police Succession Planning committed reserves
001-7501-597-1501	Transfers Out / Transfer Out	437,500	124,553	562,053	Transfer Fund 001 Mobile Outreach Team committed reserves
Total Current Expense Fund Expenditures		82,183,851	(168,555)	82,015,296	

	Criminal Justice Fund				
Revenues					
004-0000-313-1500	Sales Taxes / Sales Tax-Public Safety	-	1,418,984	1,418,984	New Proposition 1 Criminal Justice Sales Tax
004-0000-397-1101	Transfers In / Transfer In 001,003,005	-	437,500	437,500	Fund 001 Police Succession Planning committed reserves
004-0000-397-1101	Transfers In / Transfer In 001,003,005	437,500	124,553	562,053	Fund 001 Mobile Outreach Team committed reserves
Total Criminal Justice Fund Revenues		-	1,981,037	1,981,037	
Expenditures					
004-2107-508-9000	Estimated Ending Fund Bal / Unassigned Funds	-	350,626	350,626	Two-month operating reserve per Resolution No. 992
004-2107-521-1001	Salaries & Wages / Salaries-Regular	-	450,446	450,446	Salaries & Wages for five (5) succession planning positions
004-2107-521-2001	Personnel Benefits / Employer Paid Benefits	-	155,609	155,609	Benefits for five (5) succession planning positions
004-2107-521-1001	Salaries & Wages / Salaries-Regular	-	356,610	356,610	Salaries & Wages for four (4) new police officer positions
004-2107-521-2001	Personnel Benefits / Employer Paid Benefits	-	123,193	123,193	Benefits for four (4) new police officer positions
004-2107-565-5826	Agreements / Mobile Outreach Team	-	124,553	124,553	Agreement with Thurston Mason Behavior Health
004-2107-521-3101	Supplies / Office & Operating Supply	-	12,000	12,000	Supplies for four (4) new police officer positions
004-2107-521-3117	Supplies / Supplies-Uniform Purchase		4,000	4,000	Uniforms for four (4) new police officer positions
004-2107-521-6410	Capital Outlays / Capital-Police	-	380,000	380,000	New police vehicles (4)
004-2107-521-6410	Capital Outlays / Capital-Police	380,000	24,000	404,000	New laptop computers (4)
Total Criminal Justice Fund Expenditures		-	1,981,037	1,981,037	

LACEY CITY COUNCIL MEETING
May 7, 2024

SUBJECT: Opioid Litigation Settlement

RECOMMENDATION: Proceed with **Option 1**:

1. Authorize the City Manager to execute the Settlement Participation Form and all documents necessary to participate in settlements with Johnson & Johnson.

2. Appoint a representative of the Lacey City Council to serve on the Opioid Abatement Council.

STAFF CONTACT: Shannon Kelley-Fong, Assistant City Manager, Acting City Manager SKF
Dave Schneider, City Attorney

ORIGINATED BY: City Attorney's Office

ATTACHMENTS:
1. Settlement Participation Form
2. Interlocal Agreement for Opioid Abatement Council Independent Subcommittee

FISCAL NOTE: None.

WORK PLAN GOAL AND STRATEGY:
A Safe and Secure Community - (H)(12)
None
Ongoing Services

PRIOR REVIEW:
April 28, 2022 Council Worksession and Retreat
September 15, 2022 Council Meeting
March 16, 2023 Council Meeting
July 6, 2023 Council Meeting

BACKGROUND: The opioid crisis has been an ongoing epidemic in our nation for several years. The State of Washington, and the communities and families throughout it, have not avoided the devastation this crisis has caused.

I. Settlement Participation Form

On September 15, 2022 the Lacey City Council authorized the City Manager to enter into a settlement the Washington Attorney General obtained for $518 million dollars against the three largest opioid distributors – McKesson, AmerisourceBergen, and Cardinal Health. That distributor settlement agreement became effective at the end of last year and the disbursal of payments has begun.

On March 16, 2023 the Lacey City Council authorized the City Manager to execute the Allocation Agreement II and all documents necessary to participate in the settlements with the major pharmacies/dispensers (Walgreens, CVS, Walmart) and manufacturers (Teva and Allergen). The total share of this settlement for Washington State was $434 million dollars, to be divided evenly between the state and cities, and payable over the next 15 years. Payments began in 2023.

On January 24, 2024, the Attorney General's office entered into a $149.5 million settlement with Johnson & Johnson, which amount is to be payable this year. Of this amount, $123.3 million will be dedicated to abating the opioid crisis in Washington. As with the previous distributor, manufacturer and pharmacy settlements, this new settlement is contingent on eligible cities and counties joining the settlement. If not enough cities and counties join, the settlement is void.

If all eligible cities and counties join as they did for the prior settlements, cities and counties will receive $61.67 million, which is half of the abatement amount, shortly after the sign-on process is complete. As with previous settlements, this amount must be spent on opioid remediation to abate the opioid crisis in their communities.

To join the settlement, the city must sign and return the Participation Form document by May 11, 2024. Staff recommends the City Council authorize the City Manager to execute and return the Participation Form so that Lacey will be joined in the settlement.

II. Representative on the Opioid Abatement Council (OAC)

On April 28, 2022 the Lacey City Council authorized the City Manager to sign the "One WA MOU" agreement, which was a requirement for the distributor settlement to become effective. The One WA MOU is an allocation agreement that provides a framework for how distributor settlement funds would be allocated through the state.

In Accordance with the One WA MOU, participating local governments were required to enter into regional agreements creating a regional structure to specify how opioid funds will be allocated, distributed and managed within each region. To meet this requirement, on July 6,

2023, the Lacey City Council authorized the City Manager to execute the following agreements: (1) Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments; and (2) Interlocal Agreement for Opioid Abatement Council Independent Subcommittee (ILA).

The second of these agreements (the ILA) established the Opioid Abatement Council (OAC) for Thurston County, Lacey, Olympia and Tumwater. Per the terms of the ILA, the OAC is to consist of one representative appointed by each jurisdictions' governing body to serve a three-year term that may be successive without term limits. The OAC will meet at least annually to review and fulfill oversight obligations regarding distribution of opioid funds, review annual reports for compliance, establish a central webpage for publication of application, distribution and expenditure information for each member and resolve disputes.

The Lacey City Council is now required to appoint a representative to serve on the OAC.

NEXT STEPS:

Option 1:

1. Authorize the City Manager to execute the Settlement Participation Form and all documents necessary to participate in settlements with Johnson & Johnson.

2. Appoint a representative of the Lacey City Council to serve on the Opioid Abatement Council.

Option 2: No change. Continue as is.

Option 3: Provide direction to City staff on other elements to consider in regards to this issue. After further diligence on these elements, City Staff would then return to the Lacey City Council to review.

Option 4: Some other option not contemplated in the above options.

EXHIBIT B

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Janssen Washington State-Wide Opioid Settlement Agreement dated January 22, 2024 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 30 days of the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

7. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity

elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

8. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

   > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

   A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

9. This Settlement Participation Form shall be deemed effective as of the Effective Date of the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

INTERLOCAL AGREEMENT
FOR OPIOID ABATEMENT COUNCIL INDEPENDENT SUBCOMMITTEE

This Interlocal Agreement (the "**Agreement**") is made and entered into pursuant to Chapter 39.34 RCW, the "Interlocal Cooperation Act," by and between Thurston County, Washington, a political subdivision of the State of Washington; the City of Lacey, a municipal corporation organized under the laws of the State of Washington; the City of Olympia, a municipal corporation organized under the laws of the State of Washington; and the City of Tumwater, a municipal corporation organized under the laws of the State of Washington. The above-mentioned local governments will be collectively referred to herein as the "**Parties.**"

RECITALS

A. The Parties are all "**Participating Local Governments**" as defined by the "One Washington Memorandum of Understanding Between Washington Municipalities" ("**One WA MOU**"), attached hereto as **Exhibit A** and incorporated herein by reference.
B. The One WA MOU is one of the primary governing documents concerning how Participating Local Governments are to receive opioid abatement funding (referred to therein as "**Opioid Funds**") resulting from the settlement of opioid litigation. The One WA MOU provides that Opioid Funds are to be allocated within allocation regions, referred to therein as "**Allocation Regions**"). The Parties are all within the Cascade Pacific Action Alliance Region.
C. The One WA MOU provides that each Allocation Region must have an Opioid Abatement Council ("**OAC**"), whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4 of the One WA MOU.
D. The Participating Local Governments in the Cascade Pacific Action Alliance Region established an OAC by executing the "Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments (the "**Regional Agreement**"), attached herein as **Exhibit B** and incorporated herein by reference.
E. The Regional Agreement provides that the Cascade Pacific Action Alliance Region's OAC is comprised of independent subcommittees, with the independent subcommittee of the Parties herein being the "**Thurston County and Cities Independent Subcommittee.**" Section 8 of the Regional Agreement provides that each independent subcommittee is responsible for the specific functional duties of the OAC.
F. This Agreement constitutes the agreement between the Parties as to how the OAC duties of the Thurston County and Cities Independent Subcommittee are to be performed, consistent with the One WA MOU and Regional Agreement.

AGREEMENT

1. **Incorporation of Recitals.** The foregoing Recitals A through F are incorporated herein by reference as substantive provisions of this Agreement.

2. **Thurston County and Cities Council.** The Parties agree that the Regional Agreement sets forth specific OAC administrative tasks for each independent subcommittee. The Parties also agree that Section C(4)(h) of the One WA MOU

provides that the OAC "shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region," and that the "method of selecting members, and the terms for which they will serve" will be determined by the Participating Local Governments. Accordingly, the Parties agree that each Participating Local Government within the Thurston County and Cities Independent Subcommittee will appoint one representative to serve on the "**Thurston County and Cities Council**." The term for each member of the Thurston County and Cities Council will be three (3) years, and terms may be successive with no term limits.

3. **Administrative Duties**. The administrative duties of the Thurston County and Cities Independent Subcommittee will be performed as follows:

    a. At least annually, the Thurston County and Cities Council will convene to review and fulfill oversight obligations regarding the distribution of Opioid Funds from Participating Local Governments to programs and services within the territories of the Parties.

    b. At least annually, the Thurston County and Cities Council will convene to review the Parties' expenditure reports for compliance with the Approved Purposes listed in the One WA MOU and any opioid settlement.

    c. The Parties will make all their decisions on Opioid Fund allocation applications, distributions, and expenditures publicly available. Thurston County will compile or link the Parties' information on a single webpage.

    d. The Parties will all make expenditure data publicly available, at least on an annual basis. Thurston County will develop and maintain a centralized public dashboard or other repository for the publication of the Parties' expenditure data on the Thurston County website and update it at least annually.

    e. Hearing complaints by the Parties regarding alleged failure to (1) use Opioid Funds for Approved Purposes, or (2) comply with reporting requirements will be handled as follows:
        i. Each Party will maintain its own internal complaint process and hear complaints internally, with an opportunity to correct any complaint.
        ii. If the Party is unable to resolve the complaint through its own internal complaint process, the Thurston County and Cities Council will convene to hear the complaint, and the Party will have an opportunity to present its position on the complaint through written and oral argument. If the Thurston County and Cities Council concludes that the Party did not comply with the Approved Purposes from the One WA MOU or that the Party otherwise misused its allocation of Opioid Funds, the Thurston County and Cities Council may take any remedial action consistent with the terms of the One WA MOU.

4. **Public Records; Records Maintenance and Audits**. Each Party is responsible for its own compliance with the Public Records Act, Chapter 42.56 RCW, in connection with this Agreement. The Parties agree to cooperate with each other to the extent necessary for any Party to comply with the Public Records Act. That said, no Party is required to coordinate its response to a public records request with another Party or forward a public records request to another Party to the extent the Party believes a public records request was misdirected to it.

   Opioid Funds will be subject to mechanisms for auditing and reporting to provide public accountability and transparency. All records related to the receipt and expenditure of Opioid Funds shall be maintained for no less than five (5) years and such records shall be available for review by the Parties to this Agreement, government oversight authorities, and the public.

5. **Autonomy of Local Governments**. The Parties herein retain full control, autonomy, and discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used for purposes consistent with this Agreement, the Regional Agreement, and the One Washington MOU. This Agreement does not create a joint budget or establish joint acquisition of property by the Parties.

6. **Administrative Costs**. Pursuant to Section C(4)(b) of the One WA MOU, ten percent (10%) of Opioid Funds received by all of the Participating Local Governments will be reserved, on an annual basis, for administrative costs related to the OAC. Under the Regional Agreement, the independent subcommittees of the Cascade Pacific Action Alliance Region OAC are required to provide an annual budget and accounting for actual costs and will be reimbursed for those costs from the independent subcommittee's proportionate share of Opioid Funds, provided the reasonable administrative costs shall not exceed actual costs or 10%, whichever is less.

   The Parties agree to separately and individually create an annual budget and document their administrative costs related to performing their obligations related to the OAC and this Agreement, and to provide the budget and administrative cost documentation to the Thurston County and Cities Council at least annually. The Parties understand and agree they will be reimbursed for those costs from their proportionate share of Opioid Funds.

7. **Mutual Indemnity**. To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be

caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the Parties, each Party shall pay its proportionate share of any damages awarded. The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

8. **Survival of Indemnity Obligations**. The Parties agree all indemnity obligations shall survive the completion or expiration of this Agreement.

9. **Compliance with Laws**. The Parties and their officials, officers, employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, regulations, rules, and policies.

10. **Relationship of the Parties**. The Parties' relationship exists solely for the limited purposes outlined in the Regional Agreement and the One WA MOU for receiving Opioid Funds. This Agreement, and the Parties' activities under it, shall not be construed as creating any kind of partnership or joint venture, nor shall it be construed as creating any kind of independent contractor, agency, or employment relationship between the Parties.

11. **No Third-Party Rights**. This Agreement is entered into by the Parties solely for their own benefit and it creates or grants no rights of any kind to any other party.

12. **Waiver**. No term or condition of this Agreement shall be deemed waived unless such waiver is expressly agreed to in writing by all Parties. In addition, waiver of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

13. **Amendment**. This Agreement can only be amended in writing, and only upon execution by all Parties.

14. **Entire Agreement**. The Parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.

15. **Headings**. The headings in this Agreement are for convenience only and shall not be deemed to affect the meaning of its provisions.

16. **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining

provisions that can be given effect without the invalid provision, provided that the underlying intent of the Parties can still be given effect.

17. **Signature Authority**. Each person signing this Agreement on behalf of a Party warrants that he or she has full authority to sign this Agreement on that Party's behalf.

18. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile to the other party.

19. **Exhibits**. The following exhibits are incorporated into this Agreement by reference.
    i. **Exhibit A** – One Washington Memorandum of Understanding Between Washington Municipalities" ("**One WA MOU**")
    ii. **Exhibit B** – Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments (the "**Regional Agreement**")

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 24th day of July, 2023.

THURSTON COUNTY

BY: _____

Ramiro Chavez
County Manager

APPROVED AS TO FROM

BY: _____

Scott Cushing
Senior Deputy Prosecuting Attorney

CITY OF LACEY

BY: _____ July 20, 2023

Rick Walk, City Manager Date

APPROVED AS TO FORM:

BY: _____ July 20, 2023

David Schneider, City Attorney Date

CITY OF TUMWATER

BY: Debbie Sullivan
Debbie Sullivan, Mayor

7/18/23
Date

APPROVED AS TO FORM:

BY: Karen Kirkpatrick
Karen Kirkpatrick, City Attorney

7/18/23
Date

CITY OF OLYMPIA

BY: Steven J Burney 07/12/2023
Steven J. Burney, City Manager Date

APPROVED AS TO FORM:

BY: Mark Barber 06/30/2023
Mark Barber, City Attorney Date

LACEY CITY COUNCIL MEETING
May 7, 2024

SUBJECT: **Memorandum of Understanding Regarding a Housing Displacement and Racially Disparate Impacts Analysis**

RECOMMENDATION: **Proceed with Option 1:**

Motion to "Approve the Memorandum of Understanding Between the Cities of Lacey, Olympia, Tumwater and Yelm Regarding a Housing Displacement and Racially Disparate Impacts Analysis."

STAFF CONTACT: Shannon Kelley-Fong, Assistant City Manager, Acting City Manager SKF
Vanessa Dolbee, Community and Economic Development Director VD
Ryan Andrews, Planning Manager RA

ORIGINATED BY: Community and Economic Development Department

ATTACHMENTS: 1. Draft Memorandum of Understanding Regarding A Housing Displacement and Racially Disparate Impacts Analysis

FISCAL NOTE: Lacey's portion of the costs are $31,680 and are funded by a Washington State Department of Commerce grant.

WORK PLAN GOAL AND STRATEGY: Coordinated and Collaborative Planning - (B)(9)

HOUSING ACTION PLAN: Strategy 1.e.

PRIOR REVIEW: None.

BACKGROUND:

House Bill 1220, adopted by the Washington State Legislature in the 2021, amended the Growth Management Act (GMA) under RCW 36.70A.070(2)(e-h) to require local governments to address policies, programs and zoning that may have a racially disparate or exclusionary effect and address patterns of disinvestment. Local governments now must also identify displacement risk and establish policies to prevent displacement or reduce the hardships caused by displacement. These requirements need to be addressed by Lacey as part of the 2025 Comprehensive Plan Update to the Housing Element.

The cities of Lacey, Olympia, Tumwater and Yelm have partnered to complete the Housing Displacement and Racially Disparate Impacts Analysis. Partnering to complete the analysis will combine resources consistent with the regional approach to addressing housing challenges. Although this work will be completed regionally, Lacey will be responsible for coordinating with the consultant on proposed policy solutions and deliverables needed for our Comprehensive Plan update.

The Memorandum of Understanding identifies the cost-sharing arrangement for the work and is based on the City's number of zoning districts. The cost to the City is $31,680 and will be funded by a portion of the $175,000 GMA-update grant.

NEXT STEPS:

Option 1: Approve the Memorandum of Understanding Between the Cities of Lacey, Olympia, Tumwater and Yelm Regarding a Housing Displacement and Racially Disparate Impacts Analysis.

Option 2: Do not approve the Memorandum of Understanding.

Option 3: Provide direction to City staff regarding edits to the Memorandum of Understanding. If edits are made, this would need approval of the other signatories and City Staff would return at a later date to the Lacey City Council to review.

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

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

RECITALS

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

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

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

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

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

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

1. **Purpose/Objective**

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

2. **Scope of Agreement/Work**

   The responsibilities of the Parties are as follows:

A. Olympia agrees to take the lead on entering into and managing a Contract with the selected consultant, BDS Planning & Urban Design, a Washington limited liability company ("Consultant"), to perform respective Housing Displacement and Racially Disparate Impacts Analysis for each Party's jurisdiction as described in the Scope of Work attached hereto as Exhibit A.

B. All expenses of the Contract will be shared among all the Parties as described in Section 3 of this MOU.

C. The full amount of the contracted services will not exceed Ninety-Nine Thousand and 00/100 Dollars ($99,000).

D. Each City will provide one or more staff representatives who will participate in regular meetings with the Consultant, provide data to the Consultant (such as policy documents, guidance materials, or Housing Action Plans), and schedule presentations to their City Council, Council Committees, or Planning Commissions, as appropriate.

E. Each City's representative will be responsible for the deliverables related to their jurisdiction and for communication with the Consultant.

F. Each City's staff representative will collaborate with the Consultant on proposed policy solutions, as needed, and will provide contacts for potential community engagement.

G. Each City's staff representative will participate in community engagement in their jurisdiction.

3. Method of Payment

A. Olympia will be reimbursed from the other Parties for payment of contracted services by the Consultant at the conclusion of the Contract in the percentages set forth below. Each city agrees to pay its share of the cost of the contracted services within thirty (30) days to Olympia after being invoiced by Olympia:

   a. City of Lacey: 32%
   b. City of Tumwater: 22%
   c. City of Olympia: 33%
   d. City of Yelm: 13%

4. Duration of Agreement

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

5. Posting or Recording

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

6. Modification

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

Steven J. Burney, City Manager City of Olympia Date:_____	Rick Walk, City Manager City of Lacey Date:_____
Approved as to Form:	Approved as to Form:
City Attorney	City Attorney
Debbie Sullivan, Mayor City of Tumwater Date:_____	Joe DePinto, Mayor City of Yelm Date:_____
Approved as to Form:	Approved as to Form:
City Attorney	City Attorney

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

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

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

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

> *[…]*
>
> *(e) Identifies local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including:*
> *(i) Zoning that may have a discriminatory effect;*
> *(ii) Disinvestment; and*
> *(iii) Infrastructure availability;*
>
> *(f) Identifies and implements policies and regulations to address and begin to undo racially disparate impacts, displacement, and exclusion in housing caused by local policies, plans, and actions;*
>
> *(g) Identifies areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments; and*
>
> *(h) Establishes anti-displacement policies, with consideration given to the preservation of historical and cultural communities as well as investments in low, very low, extremely low, and moderate income housing; equitable development initiatives; inclusionary zoning; community planning requirements; tenant protections; land disposition policies; and consideration of land that may be used for affordable housing.*
>
> *[…]*

Consultant Responsibilities:

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

Task 1.1: Project Kick-Off
A project kick-off meeting will include key members of the consulting team and be an opportunity to get acquainted with Cities' staff, review the scope of work, identify critical issues, and establish priorities for the project's timeline and budget. This kick-off meeting will ensure that Cities' staff are aligned in expectations of the Consultant's work. Key elements of this kick-off meeting will be refining the approach, scope timeline and anticipated outcomes/deliverables. Consultant and the Cities will also discuss the designation of key staff to support the process, schedule regular meetings, and review City Council, Council Committees, or Planning Commission dates.

Task 1.2: Regular Project Planning Check-in
Following the kickoff meeting, the Consultant's Project Manager will schedule regular in-person/virtual project management check-ins with the Cities' Project Managers to review project progress, schedules, outstanding tasks, and related issues. Each City will provide a staff representative for regular check-in meetings with the Consultant.

Task 1.3: Planning & Coordination Meetings
Consultant will remain in close working contact with the Cities through phone calls, e-mail communication, virtual and in-person meetings. Consultant will track time daily, and will deliver detailed monthly invoices including descriptions of work accomplished and staff time to complete work.

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

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

Task 2.1: Lines of Questioning
The Consultant will work with key project stakeholders from each of the Cities to finalize research objectives, confirm the boundaries of the research, and establish data collection goals. The Consultant will explore three key questions for research:

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

Task 2.2: Knowledge Debriefing
The Consultant will meet with the Cities and key stakeholders in housing development to gather critical context, debrief their unique perspective and to discuss assumptions about lines of questioning, potential outcomes, and the best way forward.

Task 2.3: Literature Review
The Consultant will complete a literature review of existing guidance, data, policy reports, and promising activities around displacement risk analysis and racially disparate impacts. This literature review will include, but is not limited to:

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

Task 2.4: Defining Terms
The Consultant will define key terms by assessing literature review results to identify topical themes about anti-displacement, to compare the differing meanings of anti-displacement terminology, and to select and build consensus around the terminology to be used for housing anti-displacement housing policies in driving Lacey, Olympia, Tumwater, and Yelm.

Task 2.5: Evaluation Model – Selecting Indicators
An evaluation model allows for actively applying lessons learned during the literature review to the project area in question. Indicators bridge the gap between a literature review and lived experience by helping to measure and convey complex phenomena. To capture the status-quo of housing displacement in the four Cities, and to measure success of future housing policies, the Consultant will help the Cities evaluate questions such as:

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

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

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

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

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

Task 3.1: Outreach and Engagement

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

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

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

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

A. Affinity Groups & Individual Interviews

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

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

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

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

Task 3.2 Data Collection
The Consultant will collect, evaluate, and analyze relevant data to determine which housing policies are producing injustice and which groups need the most support to reduce displacement risk. The Consultant will collect data to:

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

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

Task 3.3 Conclusions
Results and findings will be assembled into a report to support the development of anti-displacement housing policies.

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

TASK 4 – Develop Recommendations (September-November 2024)

Task 4.1 Policy & Regulation Development
Following Consultant's data collection and analysis, the Consultant will synthesize the feedback received from community engagement to develop the final policy and regulation as follows:

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

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

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

Task 5.1 Final reports
The Consultant will provide a draft report to staff and a final report that incorporates staff comments. The Consultant will produce a draft and final report with a focus on the challenges that community is facing with the existing system, including current knowledge of the system and recommendations for improvement. The report will identify areas and communities at risk of displacement and racially disparate impacts, including racial, ethnic and religious communities which have been subject to discriminatory housing policies in the past and displacement risk of very low-, low-, and moderate-income households. The report will also summarize community input and key themes that will help the Cities prioritize future investments in zoning, racial equity, and on capital improvements, as well as recommendations for policy changes.

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

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

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

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

[Remainder of page left intentionally blank.]

Task 5.2 Documentation of The Full Record of All Public Comments and Input
The Consultant will coordinate with City staff to maintain documentation of the full record of all public comments and input received in all outreach efforts as well as documentation community participants and their contact information for future engagement.

Task 5.3 Public Information Materials
The Consultant will create print and digital information materials such as posters, brochures, Power-Point presentations based on City guidance.

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

Timeline

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

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

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

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

LACEY CITY COUNCIL MEETING
May 7, 2024

SUBJECT: **Public Comment Policy**

RECOMMENDATION: **Review draft Public Comment Policy and provide feedback.**

Pending feedback at this meeting, City staff would bring an updated draft Public Comment Policy to the City Council for consideration through a Resolution at a later date.

STAFF CONTACT: Shannon Kelley-Fong, Assistant City Manager, Acting City Manager SKF

ORIGINATED BY: City Manager's Department

ATTACHMENTS: 1. Draft Policy Comment Policy

FISCAL NOTE: None

PRIOR REVIEW: None

WORK PLAN GOAL: AND STRATEGY None

BACKGROUND: During the March 25, 2024, Commission on Equity meeting, a group of individuals providing public comment remotely made a series of reprehensible discriminatory and hateful public comments. In response to this event, the City released a statement condemning discrimination and hate speech. Unfortunately, incidents like this have occurred across the United States, including in several jurisdictions in Washington state. Like other jurisdictions, this incident prompted the City to review and evaluate its Public Comment policies.

Public Comment

Public comment is considered a "limited public forum" for free speech purposes. Governments can regulate the time, place, and manner of speech, provided the regulations are reasonable and content-neutral. In the United States, speech is protected by the First

Amendment, this includes hate speech. A Hate Crime Offense, in distinction from hate speech, is statutorily defined in RCW 9A.36.080 as:

> Hate crime offense—Definition and criminal penalty.
>
> (1)A person is guilty of a hate crime offense if he or she maliciously and intentionally commits one of the following acts because of his or her perception of the victim's race, color, religion, ancestry, national origin, gender, sexual orientation, gender expression or identity, or mental, physical, or sensory disability:
>
> (a) Assaults the victim or another person;
>
> (b) Causes physical damage to or destruction of the property of the victim or another person; or
>
> (c) Threatens a specific person or group of persons and places that person, or members of the specific group of persons, in reasonable fear of harm to person or property. The fear must be a fear that a reasonable person would have under all the circumstances. For purposes of this section, a "reasonable person" is a reasonable person who is a member of the victim's race, color, religion, ancestry, national origin, gender, or sexual orientation, or who has the same gender expression or identity, or the same mental, physical, or sensory disability as the victim. **Words alone do not constitute a hate crime offense unless the context or circumstances surrounding the words indicate the words are a threat. Threatening words do not constitute a hate crime offense if it is apparent to the victim that the person does not have the ability to carry out the threat.**
>
> (**Emphasis** added by staff)

Per the State's Open Public Meetings Act (OPMA, Chapter 42.30 RCW), governing bodies are required to receive public comment at regular meetings where final action is taken. This extends to advisory bodies, e.g., planning commissions, civil service commissions, and other policy or rule-making bodies, and committees that act on behalf of the governing body, conduct hearings, or take testimony or public comment.

Public agencies, such as the City, must allow the public to orally comment at the meeting or submit written comment prior to or at all regular meetings where final action is taken. When public comments occur during a meeting is at the discretion of the agency. Public comment is not required in emergency situations and is not required (but is recommended) at special meetings, even when final action is taken. Per the OPMA, at meetings, if oral comment is allowed and an individual who has difficulty attending the meeting in-person requests an opportunity to provide oral comment remotely, the agency must provide this opportunity when feasible.

Currently, the City meets all of the OPMA requirements detailed above.

Updating Public Comment Policy: After researching and attending a training on this subject, the following are some options the City could consider in updating it Public Comment Policy. Notably, the options below would not abridge an individual's first amendment rights. Staff recommendations are included under each option.

Option 1: Eliminate all remote public comment

The City would still need to comply with RCW 42.30.240(2), which allows an individual for whom physical attendance is difficult to request remote public comment.

Recommendation: Not recommended for accessibility purposes.

Option 2: Limit public comment to items on the agenda

Under this option, comments made would need to be relevant to an item on the agenda. With this, the presiding officer has the ability to quickly mute or disconnect a speaker that is not speaking to a matter of City concern.

Recommendation: Not recommended as this option can put the presiding officer and governing body in the difficult position of deciding the point at which a speaker's comments are no longer relevant to agency business. This option is also not recommended for accessibility purposes as it would limit individuals from commenting on items not on the agenda.

Option 3: Take steps to determine the identity of speakers commenting remotely

Notably, determining the identity should *only* apply to individuals who wish to speak remotely during public comment.

Recommendation: Recommended; the current practice in place is to require pre-registration two-hours in advance for all individuals wanting to provide remote public comments.

Option 4: Create a universal time for Public Comment and use a timer to keep public comments to allotted times

Recommendation: Recommended, create a universal time allotment for individuals providing Public comment across City Council and Advisory Boards. Once adopted, have Presiding Officers use a timer for public comment and promptly end comments when time has elapsed.

Option 5: Create Standard Rules for Public Comment for Council and Advisory Boards:

Recommendation: Recommended; create a standardized approach to public comment for City Council and Advisory Boards. This would require updating the City Council Policies and Procedures Manual, as well as the Advisory Board Handbook and various advisory boards policies and procedures, see **Table A**.

Table A	
Public Comment Policies	
Body	**Policy Document**
City Council	Council Policies and Procedures Manual, 7.07 Order of Business
Advisory Boards	-
Commission on Equity	COE Rules of Procedures
Planning Commission	-
Historical Commission	-
Parks Board	Parks Public Hearing Procedure
Library Board	-
LTAC	-
Civil Service	Unknown
LEOFF	Unknown

For City Council, policies related to Public Comment are found in Section 7.07:

> *Public Comments*
>
> Members of the public may address the Council regarding topics scheduled, as well as not scheduled, on the agenda during public comment, with the exception of quasi-judicial matters forthcoming before the Council and topics that have specified Public Hearings. Individuals who wish to address the Council are encouraged to sign-in using the sign-in sheet in the Council Chambers or they may preregister to speak remotely using the link provided on the posted agenda. Each person addressing the Council at the meeting (either in person or remotely) is encouraged to give their name and address for the record, and is asked to limit their address to three minutes, unless Council permits a longer period. If several people wish to speak to the same issue, the Mayor may limit the total amount of time dedicated to that specific issue. The Mayor may interrupt public comments that continue too long, relate negatively to others, or are otherwise inappropriate.
>
> Provided there is time, the Mayor will offer the opportunity for members of the public that did not pre-register or sign-in to provide Public Comment.

Members of the public may provide written public comment to the Council by mail or email to the City Clerk's office by 4:00 p.m. the day of the meeting.

Comments received by the City Clerk will be provided to the Council electronically prior to the meeting. Comments will not be addressed during the Council meeting. Comments will be added to the official meeting record.

Public Hearings

Council holds Public Hearings following the adoption of the consent agenda and public comment period. Individuals who wish to address the Council are encouraged to sign in using the sign-in sheet in the Council Chambers or they may preregister to speak remotely using the link provided on the posted agenda. The Mayor opens the Public Hearing and the City Clerk notes the time for the record. Speakers are called forward in the priority in which they signed in, and are required to state their name and address. Comments are limited to the specific matter for which the Public Hearing occurs and are limited to three minutes, unless the Mayor permits a longer period. Written comments are permitted prior to and during the public hearing, and should be submitted to the City Clerk's office before the public hearing closes. The City Clerk enters written documents into the record, but they are not read aloud.

Once the speakers from the pre-registered and sign-in lists complete their comments, the Mayor offers time to any additional members of the public who wish to speak at the Public Hearing. After the Public Hearing closes, members of the public are not permitted to address the Council or staff on that specific issue during the meeting. Once the Mayor closes the Public Hearing, the City Clerk notes the time for the record.

With consideration of the above options and other materials, City staff crafted a draft Public Comment Policy, **Attachment 1**, for review. In the draft, a few items for discussion include:

1. Creating a comprehensive public comment policy
2. Use of sign-in sheets
3. Verification information
4. Duration of individual public comment
5. Duration of group public comment
6. Extension of public comment durations
7. Total duration of public comment periods and extensions

In addition to the draft policy, City staff created additional draft resources to help support Presiding Officers, body members, and staff. These resources include:

1. Public Comment Script
2. Notes regarding Public Comment

Next Steps. Review the draft Public Comment Policy and provide feedback.

Pending feedback, City staff would bring an updated draft Public Comment Policy to the City Council for consideration through a Resolution at a later date.

Attachment 1

DRAFT Public Comment Policy

During Public Comment, individuals may address the [BODY] regarding matters connected to City business, including on specific agenda items.

There are several ways the [BODY] accepts public comment including:

> **In-person:** Individuals, or a representative of a group, providing public comment in-person are encouraged to / shall use the sign-in sheet in the Council Chambers. Once the speakers from the sign-in lists complete their comments, the [Presiding Officer] may call for additional speakers present in person. In-person public comment occurs at Regular Meetings only.
>
> **Remotely:** Individuals, or a representative of a group, providing public comment remotely must preregister at least two-hours prior to the meeting using the link provided on the Meeting' agenda. Remote public comment occurs at Regular Meetings only.
>
> **Written:** Individuals, or a representative of a group, providing written public comment must do so by mail or email to [INSER CONTACT] two hours in advance of the meeting. Comments received will be provided to the [BODY] prior to the meeting. Written comments will not be addressed during the meeting. Comments will be added to the official meeting record. Written public comment is accepted for Regular Meetings and Worksession Meetings.

The City will include this policy on the sign-in table for in-person public comment. For remote comment, the City will include this policy at the point of registration.

The following rules apply to public comment:

1. The Presiding Officer will determine the order of receiving comments (e.g., in-person first, remote second, or a mix of in-person and remote, etc.). Speakers are called forward in the order in which they signed-in.

2. All individuals, or group representatives, providing comment must provide:
    a. Name
    b. City of residence or connection to the City, and
    c. Topic or subject matter of their comments.

DRAFT

3. Individuals providing comment in-person or remotely are limited to three minutes, unless the Presiding Officer, with the consent of [BODY], permits a longer period. Individuals, or group representatives, may not donate time to another speaker.

4. Group representatives providing comments in-person or remotely are limited to six minutes, unless the Presiding Officer, with the consent of [BODY], permits a longer period. Individuals, or group representatives, may not donate time to another speaker. The Presiding Officer may interrupt and end public comments that continue beyond the allotted time limit or otherwise violate these policies.

5. If several people wish to speak to the same issue, the Presiding Officer, with the consent of the [BODY], may limit the total amount of time dedicated to that specific issue (e.g., "12 minutes total will be allocated for X topic").

6. Public Comment is allotted for a total of [twenty/thirty] minutes. This period may end before this time if all registered individuals, or group representatives, have had the opportunity to speak.

   This time allotment may be extended at the discretion of the Presiding Officer, with the consent of the [Body].

   The body may also elect to continue Public Comment as the final agenda item of the meeting, at the discretion of the Presiding Officer, with the consent of the [Body].

7. The following are prohibited at Public Comment:

   A. Addressing topics that have specified Public Hearings or relate to quasi-judicial matter.

   B. Electronic or physical presentations, recordings, or props are not allowed. Banners and signs are allowed along the back wall as long as they do not impede the view or the [BODY]'s work.

   C. Disruptions or interruptions (including, clapping, cheering, booing, interrupting speakers, candidate endorsements) are not allowed. The Body maintains the ability to stop people from speaking to the Body when not recognized by the Body to speak.

   D. Specific threats of violence targeted against a person or group with a reasonable fear of harm to person or property, or sexual harassment.

DRAFT

Public Hearings

[BODY] holds Public Hearings at the time specified on their meeting agenda.

There are several ways the [BODY] accepts testimony at public hearings, including:

> **In-person:** Individuals providing testimony in-person are encouraged to / shall use the sign-in sheet in the Council Chambers. Once the speakers from the sign-in lists complete their comments, the [Presiding Officer] may call for additional in-person speakers present at the Public Hearing.
>
> **Remotely:** Individuals providing testimony remotely must preregister at-least two hours prior to the meeting using the link provided on the Meeting' agenda.
>
> **Written:** Individuals providing written testimony must do so by mail or email to email to [INSER CONTACT] two hours in advance of the meeting. Testimony received will be provided to the [BODY] prior to the meeting. Written testimony will not be addressed during the meeting and will be added to the official meeting record.

The City will include this policy on the sign-in table for in-person public comment. For remote comment, the City will include this policy at the point of registration.

Procedure:

1. The Presiding Officer opens the Public Hearing.

2. The Presiding Officer will determine the order of receiving comments (e.g., in-person first, remote second, or a mix of in-person and remote, etc.). Speakers are called forward in the order in which they signed-in. The Presiding Officer, with the consent of [BODY], may separate commenters into groups favoring or opposing a proposed action, such as when the hearing is called to endorse or oppose a ballot measure.

3. All individuals providing testimony are required to provide:
    a. Name
    b. City of residence or connection to the City.

8. Comments are limited to the specific matter for which the Public Hearing occurs and are limited to [three] minutes, unless the Presiding Officer, with the consent of [BODY], permits a longer period. Individuals may not donate time to another speaker. The Presiding Officer may interrupt and end public comments that continue beyond the allotted time limit or otherwise violate these policies.

DRAFT

4. After the Public Hearing closes, individuals are not permitted to address the [BODY] or staff on that specific issue during the meeting.

5. The following are prohibited at Public Hearings:

    A. Addressing topics unrelated to the Public Hearing item or other items that have specified Public Hearings.

    B. Electronic or physical presentations, recordings, or props are not allowed. Banners and signs are allowed along the back wall as long as they do not impede the view or the [BODY]'s work.

    C. Disruptions and interruptions (including, clapping, cheering, booing, interrupting speakers, candidate endorsements) are not allowed. The Body maintains the ability to stop people from speaking to the Body or the audience when not recognized by the Body to speak.

    E. Specific threats of violence targeted against a person or group with a reasonable fear of harm to person or property, or sexual harassment.

6. The Presiding Officer closes the Public Hearing.

DRAFT

NOT INCLUDED IN POLICY

Public Comment Script:

Public comment:

1. Now is the time to hear from our community. We welcome your comments which are very important to us.

2. Public comment is not a dialogue. The purpose of this agenda item is for YOU, to inform US, about your views. Comments made by members of the public are theirs alone and are not endorsed by the City.

3. Please provide your:
    a. Name
    b. City of residence or connection to the City, and
    c. topic or subject matter of your comments.

    PRESIDING OFFICER: Please interject and request individuals, or group representative, provide this information if they do not at the beginning of their comments.

4. Address your comments to the board as a whole, not to individuals. Courtesy is appreciated.

5. Comments are welcome on matters connected to City business or specific agenda items (unless matter has specified Public Hearing or relates to a quasi-judicial matter).

6. Comments/Testimony related to an agenda item with a public hearing will be provided during that specified Public Hearing, not during Public Comment or some other Public Hearing.

7. Each speaker is limited to three minutes. You may not donate your time to another speaker. If several people are here to speak on the same subject, you are invited to choose a single representative who may speak for the group. The total time allotted for public comment is [20 or 30] minutes. The [BODY] will hear comments in the following order: 1) those listed on the in-person sign-in sheet, and 2) those on that registered remotely using pre-registration.

DRAFT

8. If you have specific factual questions or complaints, please check in with City staff. They are here to assist you.

9. Demonstrations (clapping, cheering, booing, interrupting speakers, candidate endorsements) are not allowed. They disrupt the meeting and inhibit free speech rights.

10. Electronic or physical presentations, recordings, or props are not allowed. Banners and signs are allowed along the back wall as long as they do not impede the view or the [BODY]'s work.

DRAFT

NOT INCLUDED IN POLICY

Notes regarding Public Comment:

1. The public has the right to make personal, critical, or harsh remarks, including vulgarity, obscenity, and hate speech. The courts have found that members of local governments must follow the rules of decorum, but members of the public are not bound by them.

2. **Responding to Problematic Comments:** [BODY] can address problematic comments (including discriminatory statements and Hate Speech) as soon as the person has concluded their remarks or at the end of the public comment period.

   > **Example:** "Comments like those are deeply problematic and harmful, and wholly inconsistent with our community's values."

   Hate speech is any form of expression through which speakers intend to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color sexual identity, gender identity, ethnicity, disability, or national origin.

   Hate Crimes (RCW 9A.36.080): Words alone do not constitute a hate crime offense unless the context or circumstances surrounding the words indicate the words are a threat. Threatening words do not constitute a hate crime offense if it is apparent to the victim that the person does not have the ability to carry out the threat.

3. **Responding to Comment:** Public comment is an opportunity to hear from the public, not to engage in dialogue with the Public. However, at times, there may be a need to clarify or provide additional information. The recommendation is to wait until the individual has provided their comment and then respond generally to the comment not the individual.

   > **Example:** "Comments about the School District's policies should be provided to the School District Board. The School District is a separate government body from the City and has its own policy makers."

4. Members of the public do not have the right to DISRUPT the meeting. **However, mere words likely do not constitute a disruption in themselves.**

5. In cases of serious disruption, Washington state law allows you to:

   a. Remove the disrupters (RCW 42.30.050)

DRAFT

b. Have the room cleared (RCW 42.30.050)

c. Adjourn the meeting (RCW 42.30.090)

    i. The following must occur in this order:

        1. The governing body must vote to adjourn the meeting and vote on the new location; the presiding officer cannot do this unilaterally.

        2. The governing body must provide the media in attendance with notice of the new location; the media has a right to attend unless they were part of the disruption.

        3. The governing body must post an order of adjournment, citing the new time and location, at the doorway of the location of the disrupted meeting.

        4. The governing body may only take final action on items listed on the agenda for the adjourned meeting.

        5. The governing body is authorized to adopt procedures for allowing members of the public into the reconvened meeting.

See draft script below.

DISRUPTION SCRIPT for City Council or Advisory Boards:

INDIVIDUAL
The speaker's time has elapsed, and I've asked them to conclude their remarks. If possible, would staff please silence the public microphone and [SPEAKER's NAME], please return to your seat. [See below for non-compliance]

LARGE-SCALE
At this time, our meeting is being disrupted. I am adjourning the meeting to [OTHER LOCATION] to reconvene at [RESTART TIME]. All persons in the meeting room must exit, including members of this body.

DRAFT

Anyone refusing to vacate the room may be escorted out of the premises by law enforcement.

We are adjourned as ordered. [GAVEL]

[Board, staff, and public exit and law enforcement is called]

6. **In cases of perceived or actual danger, use the panic buttons and/or call/text 911.**

DRAFT

Public Comment Policy

City Council | May 7, 2024

Overview

- Background
- Research
- Potential Options
- Draft Public Comment Policy Discussion

RECOMMENDATION:

Review draft Public Comment Policy and provide feedback.

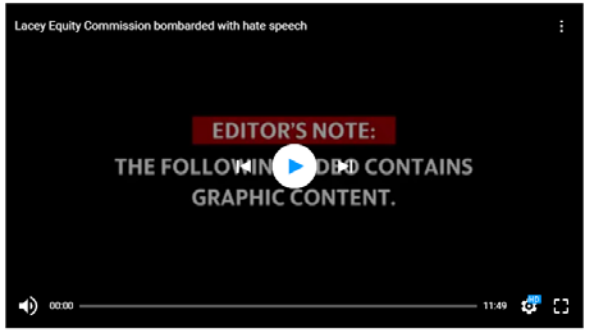
Pending feedback, bring forward a Resolution at a later date.

BACKGROUND

LOCAL

Callers bombard Lacey Equity Commission with hate speech during Monday meeting

BY ROLF BOONE
UPDATED MARCH 26, 2024 1:44 PM



Callers used racist, anti-semitic language. Similar incidents have been reported in Pierce County.
BY CITY OF LACEY| CITY OF LACEY

The Lacey Equity Commission was subjected to racist and anti-semitic language

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NEWS

City councils address hate speech and 'Zoom bombing'

Following the recent wave of hateful comments, cities in King County and beyond have taken a step back to review their procedures.

By Cameron Sires • February 18, 2024 7:40 pm



Neo-Nazis Zoombomb city council meeting in Ellensburg

ANNA ROSE staff writer Nov 7, 2023 Updated Nov 12, 2023

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The Ellensburg City Council was left scrambling to control public comment after six neo-Nazis took advantage of remote access via Zoom to spout profane anti-Semitic remarks at Monday night's meeting.

City councils address hate speech and 'Zoom bombing' at public meetings

Story by Cameron Sires • 1mo • 4 min read



City councils address hate speech and 'Zoom bombing' at public meetings
© Provided by Snoqualmie Valley Record

At a Jan. 8 Snoqualmie City Council meeting, the council and others witnessed virtual participants who spewed racial slurs and other hateful speech during public comments.

Snoqualmie is one of many cities that have recently experienced "Zoom bombing" — a term coined during the pandemic — that entail racial, antisemitic and other hateful speech during city council meetings.

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BACKGROUND

IMINATION STATEMENT AND HATE SPEECH CONDEMNATION

Anti-Discrimination Statement and Hate Speech Condemnation

The City of Lacey (City) has no tolerance for discrimination.

The City is committed to fostering a diverse, inclusive, and equitable community where all individuals are treated with dignity and respect.

The City will not tolerate discrimination or harassment of any kind, including but not limited to discrimination based on race, ethnicity, creed, color, national origin, age, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, genetic information, or the presence of any sensory, mental, or physical disability.

The City strives to create a culture that values and celebrates the unique perspectives and contributions of every individual. Discrimination undermines our core values and will not be tolerated in any aspect of our organization.

During the March 25, 2024 Commission on Equity meeting, a group of virtual participants made a series of reprehensible anti-Semitic, racist, sexist, and other discriminatory public comments. While the City supports the public's First Amendment rights, it does not tolerate hate and resolutely condemns these comments. Those who attempt to abuse the City's public forum in the future should be on notice that hateful speech or behavior will be swiftly condemned.

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BACKGROUND

U.S. Constitution, Amendment I

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the government for a redress of grievances.

BACKGROUND

Hate Speech

From American Library Association:

"There is no legal definition of "hate speech" under U.S. law, just as there is no legal definition for evil ideas, rudeness, unpatriotic speech, or any other kind of speech that people might condemn.

Generally, however, hate speech is any form of expression through which speakers intend to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color sexual identity, gender identity, ethnicity, disability, or national origin."

BACKGROUND

Hate Speech

From American Library Association:

"In the United States, **hate speech is protected by the First Amendment**. Courts extend this protection on the grounds that the First Amendment requires the government to strictly protect robust debate on matters of public concern even when such debate devolves into distasteful, offensive, or hateful speech that causes others to feel grief, anger, or fear…Under current First Amendment jurisprudence, **hate speech can only be criminalized when it directly incites imminent criminal activity or consists of specific threats of violence targeted against a person or group.**"

BACKGROUND

Hate Crime Offense

From RCW 9A.36.080: Hate crime offense—Definition and criminal penalty.

(1) A person is guilty of a hate crime offense if he or she maliciously and intentionally commits one of the following acts because of his or her perception of the victim's race, color, religion, ancestry, national origin, gender, sexual orientation, gender expression or identity, or mental, physical, or sensory disability:

(a) Assaults the victim or another person;

(b) Causes physical damage to or destruction of the property of the victim or another person; or

(c) Threatens a specific person or group of persons and places that person, or members of the specific group of persons, in reasonable fear of harm to person or property. The fear must be a fear that a reasonable person would have under all the circumstances. For purposes of this section, a "reasonable person" is a reasonable person who is a member of the victim's race, color, religion, ancestry, national origin, gender, or sexual orientation, or who has the same gender expression or identity, or the same mental, physical, or sensory disability as the victim. **Words alone do not constitute a hate crime offense unless the context or circumstances surrounding the words indicate the words are a threat. Threatening words do not constitute a hate crime offense if it is apparent to the victim that the person does not have the ability to carry out the threat.**

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BACKGROUND

Public Comment:

Public comment is considered a "**limited public forum**" for free speech purposes.

Governments can regulate **the time, place, and manner of speech**, provided the regulations are **reasonable and content-neutral**.

- **Content-neutral:** without regard to the substance or message of expression

BACKGROUND

Public Comment: Open Public Meetings Act, Chapter 42.30 RCW

Must receive public comment **at all regular meetings of the governing body where final action is taken.**

- Worksessions by policy are Regular meetings

"Governing body" includes not just the main legislative body (city council, county commission, board of directors), **but also planning commissions, civil service commissions, and other policy and rule-making bodies and committees** that act on behalf of the governing body, conduct hearings, or take testimony or public comment.

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BACKGROUND

Public Comment: Open Public Meetings Act, Chapter 42.30 RCW

Public comment is not required at special meetings.

An agency can decide to accept public comment orally at the meeting or by written comment prior to or at a meeting.

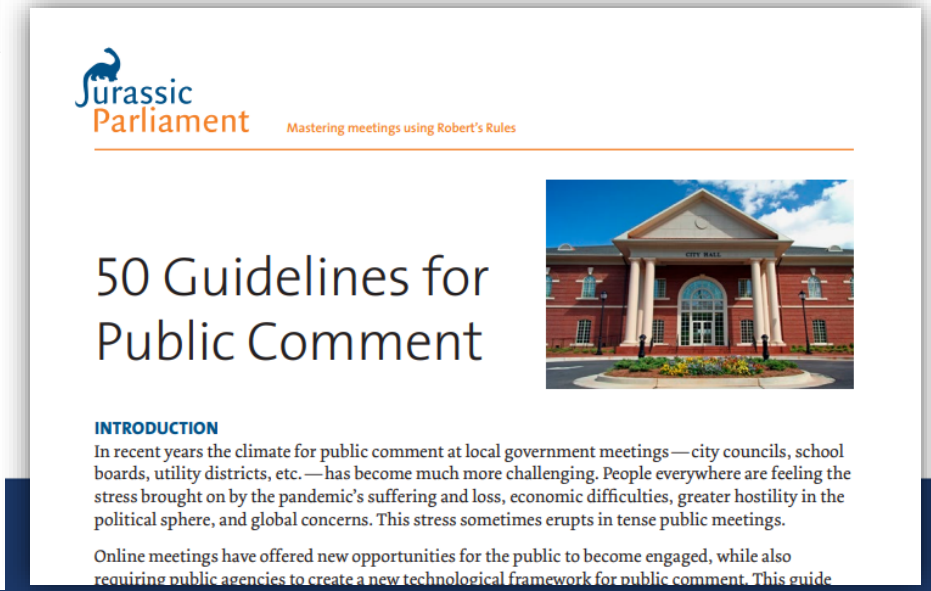
> If oral comment is allowed and an individual who has difficulty attending the meeting in-person requests an opportunity to provide oral comment remotely, the agency must provide this opportunity **when feasible**.

RESEARCH









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OPTIONS

Option 1: Eliminate all remote public comment

The City would still need to comply with RCW 42.30.240(2), which allows an individual for whom physical attendance is difficult to request remote public comment.

Not recommended for accessibility purposes.

OPTIONS

Option 2: **Limit public comment to items on the agenda / relevant to City business**

This can put the presiding officer and governing body in the difficult position of deciding the point at which a speaker's comments are no longer relevant to agency business.

Not recommended due to issues with determining relevancy.

OPTIONS

Option 3: Take steps to determine the identity of speakers commenting remotely

Notably, determining the identity should *only* apply to individuals who wish to speak remotely during public comment.

Recommended:

1. The current practice in place is to require **pre-registration two-hours in advance for remote public comments**.
2. Use sign-in sheets for in-person comment and request information:
    - Name
    - City of residence or connection to the City
    - Topic or subject matter of your comments

OPTIONS

Pre-registration two-hours in advance for remote public comment

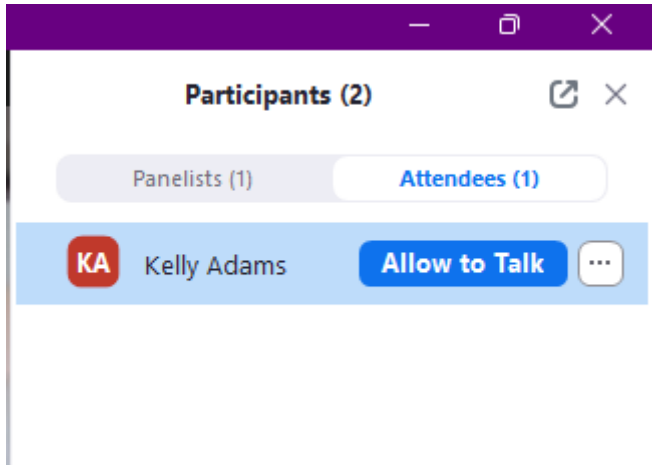
Commission on Equity feedback:

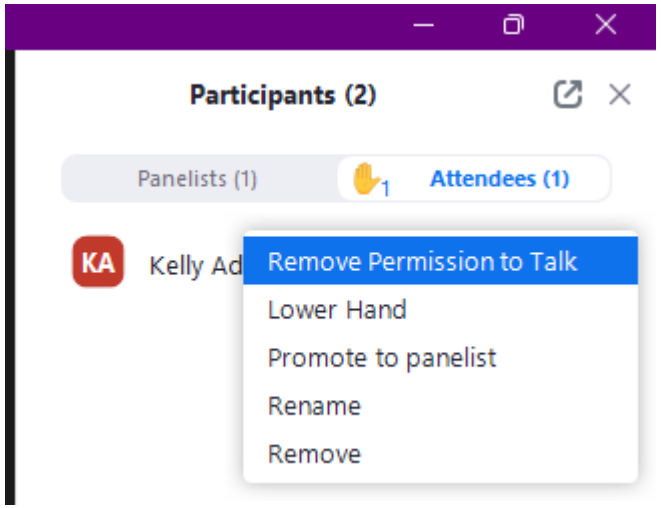
- Discussion on if this creates an additional barrier to participation for community members

OPTIONS

Option 3: Take steps to verify the identity of speakers commenting remotely – Updated Zoom protocols

For virtual public comment, use the audience “Allow to Talk” function. Prior to moving on the next comment, “Remove Permission to Talk” function.





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OPTIONS

Option 4: Create a universal time for Public Comment and use a timer to keep public comments to allotted times

Recommended: Create a universal time allotment for individuals providing Public comment across City Council and Advisory Boards.

Once adopted, have Presiding Officers use a timer for public comment and promptly end comments when time has elapsed.

OPTIONS

Option 5: Create Standard Rules for Public Comment for Council and Advisory Boards

Recommend: Create a standardized approach to public comment for City Council and Advisory Boards to reduce uncertainty. Requires updates to policies.

Table A	
Public Comment Policies	
Body	**Policy Document**
City Council	Council Policies and Procedures Manual, 7.07 Order of Business
Advisory Boards	-
Commission on Equity	COE Rules of Procedures
Planning Commission	-
Historical Commission	-
Parks Board	Parks Public Hearing Procedure
Library Board	-
LTAC	-
Civil Service	Unknown
LEOFF	Unknown

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CURRENT POLICY

Council Policies and Procedures Manual, 7.07 Order of Business

Polite/permissive, but not standardized/directive:

- "…**encouraged** to give their name and address for the record"
- "…**asked to** limit their address to three minutes"
- "…**may** limit"
- "…**may** interrupt public comments that **continue too long, relate negatively to others, or are otherwise inappropriate**."

DRAFT POLICY

Overview:

- Define how the body accepts public comment
- Define rules for public comment, including prohibited items
- Define rules for Public Hearings

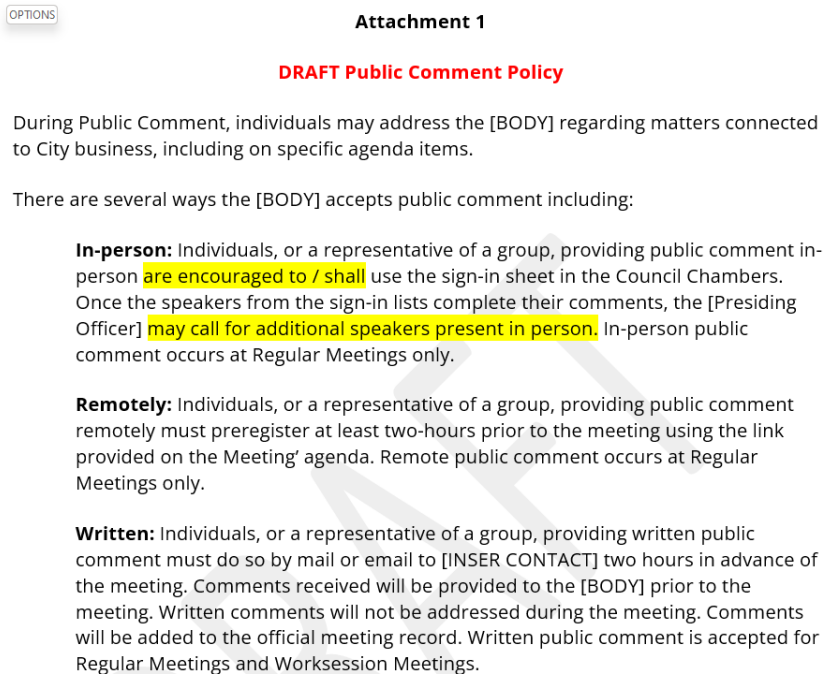
Additional Resources:

- Script for Presiding Officers / Bodies
- Notes on Public Comment for Bodies / Staff

DRAFT POLICY

Discussion include:

1. **Create a comprehensive public comment policy**
2. Use of sign-in sheets
3. Verification information
4. Duration of individual public comment
5. Duration of group public comment
6. Extension of public comment durations
7. Total duration of public comment periods and extensions



OPTIONS

Attachment 1

DRAFT Public Comment Policy

During Public Comment, individuals may address the [BODY] regarding matters connected to City business, including on specific agenda items.

There are several ways the [BODY] accepts public comment including:

In-person: Individuals, or a representative of a group, providing public comment in-person are encouraged to / shall use the sign-in sheet in the Council Chambers. Once the speakers from the sign-in lists complete their comments, the [Presiding Officer] may call for additional speakers present in person. In-person public comment occurs at Regular Meetings only.

Remotely: Individuals, or a representative of a group, providing public comment remotely must preregister at least two-hours prior to the meeting using the link provided on the Meeting' agenda. Remote public comment occurs at Regular Meetings only.

Written: Individuals, or a representative of a group, providing written public comment must do so by mail or email to [INSER CONTACT] two hours in advance of the meeting. Comments received will be provided to the [BODY] prior to the meeting. Written comments will not be addressed during the meeting. Comments will be added to the official meeting record. Written public comment is accepted for Regular Meetings and Worksession Meetings.

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DRAFT POLICY

There are several ways the [BODY] accepts public comment including:

In-person: Individuals, or a representative of a group, providing public comment in-person are encouraged to / shall use the sign-in sheet in the Council Chambers. Once the speakers from the sign-in lists complete their comments, the [Presiding Officer] may call for additional speakers present in person. In-person public comment occurs at Regular Meetings only.

Remotely: Individuals, or a representative of a group, providing public comment remotely must preregister at least two-hours prior to the meeting using the link provided on the Meeting' agenda. Remote public comment occurs at Regular Meetings only.

Written: Individuals, or a representative of a group, providing written public comment must do so by mail or email to [INSER CONTACT] two hours in advance of the meeting. Comments received will be provided to the [BODY] prior to the meeting. Written comments will not be addressed during the meeting. Comments will be added to the official meeting record. Written public comment is accepted for Regular Meetings and Worksession Meetings.

The City will include this policy on the sign-in table for in-person public comment. For remote comment, the City will include this policy at the point of registration.

Recommended: "Shall" and no additional speakers

Recommended: Continue with two-hours pre-registration, no additional speakers

COE: Discussion on adding barriers for community members

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DRAFT POLICY

The following rules apply to public comment:

1. The Presiding Officer will determine the order of receiving comments (e.g., in-person first, remote second, or a mix of in-person and remote, etc.). Speakers are called forward in the order in which they signed-in.

2. All individuals, or group representatives, providing comment must provide:
   a. Name
   b. City of residence or connection to the City, and
   c. Topic or subject matter of their comments.

Recommended: Provide all three

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DRAFT POLICY

3. Individuals providing comment in-person or remotely are limited to three minutes, unless the Presiding Officer, with the consent of [BODY], permits a longer period. Individuals, or group representatives, may not donate time to another speaker.

Recommended: Three minutes

4. Group representatives providing comments in-person or remotely are limited to six minutes, unless the Presiding Officer, with the consent of [BODY], permits a longer period. Individuals, or group representatives, may not donate time to another speaker. The Presiding Officer may interrupt and end public comments that continue beyond the allotted time limit or otherwise violate these policies.

Recommended: Six minutes

5. If several people wish to speak to the same issue, the Presiding Officer, with the consent of the [BODY], may limit the total amount of time dedicated to that specific issue (e.g., "12 minutes total will be allocated for X topic").

Recommended: Body consent

6. Public Comment is allotted for a total of [twenty/thirty] minutes. This period may end before this time if all registered individuals, or group representatives, have had the opportunity to speak.

Recommended: Est. total time

COE: Discussion on adding the ability by consent of body to extend or move to end of meeting.

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DRAFT POLICY

Public Hearings

Recommended: Similar to Public Comment

[BODY] holds Public Hearings at the time specified on their meeting agenda.

There are several ways the [BODY] accepts testimony at public hearings, including:

In-person: Individuals providing testimony in-person are encouraged to / shall use the sign-in sheet in the Council Chambers. Once the speakers from the sign-in lists complete their comments, the [Presiding Officer] may call for additional in-person speakers present at the Public Hearing.

Remotely: Individuals providing testimony remotely must preregister at-least two hours prior to the meeting using the link provided on the Meeting' agenda.

Written: Individuals providing written testimony must do so by mail or email to email to [INSER CONTACT] two hours in advance of the meeting. Testimony received will be provided to the [BODY] prior to the meeting. Written testimony will not be addressed during the meeting and will be added to the official meeting record.

The City will include this policy on the sign-in table for in-person public comment. For remote comment, the City will include this policy at the point of registration.

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DRAFT POLICY

Procedure:

1. The Presiding Officer opens the Public Hearing.

2. The Presiding Officer will determine the order of receiving comments (e.g., in-person first, remote second, or a mix of in-person and remote, etc.). Speakers are called forward in the order in which they signed-in. The Presiding Officer, with the consent of [BODY], may separate commenters into groups favoring or opposing a proposed action, such as when the hearing is called to endorse or oppose a ballot measure.

Recommended: Allow to hear both sides of issue

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DRAFT POLICY

NOT INCLUDED IN POLICY

Public Comment Script:

Public comment:

1. Now is the time to hear from our community. We welcome your comments which are very important to us.

2. Public comment is not a dialogue. The purpose of this agenda item is for YOU, to inform US, about your views. Comments made by members of the public are theirs alone and are not endorsed by the City.

3. Please provide your:
    a. Name
    b. City of residence or connection to the City, and
    c. topic or subject matter of your comments.

    PRESIDING OFFICER: Please interject and request individuals, or group representative, provide this information if they do not at the beginning of their comments.

4. Address your comments to the board as a whole, not to individuals. Courtesy is appreciated.

5. Comments are welcome on matters connected to City business or specific agenda items (unless matter has specified Public Hearing or relates to a quasi-judicial matter).

DRAFT

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DRAFT POLICY

NOT INCLUDED IN POLICY

Notes regarding Public Comment:

1. The public has the right to make personal, critical, or harsh remarks, including vulgarity, obscenity, and hate speech. The courts have found that members of local governments must follow the rules of decorum, but members of the public are not bound by them.

2. **Responding to Problematic Comments:** [BODY] can address problematic comments (including discriminatory statements and Hate Speech) as soon as the person has concluded their remarks or at the end of the public comment period.

   > **Example:** "Comments like those are deeply problematic and harmful, and wholly inconsistent with our community's values."

   Hate speech is any form of expression through which speakers intend to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color sexual identity, gender identity, ethnicity, disability, or national origin.

   Hate Crimes (RCW 9A.36.080): Words alone do not constitute a hate crime offense unless the context or circumstances surrounding the words indicate the words are a threat. Threatening words do not constitute a hate crime offense if it is apparent to the victim that the person does not have the ability to carry out the threat.

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DRAFT POLICY

NOT INCLUDED IN POLICY

c. Adjourn the meeting (RCW 42.30.090)

i. The following must occur in this order:

1. The governing body must vote to adjourn the meeting and vote on the new location; the presiding officer cannot do this unilaterally.

2. The governing body must provide the media in attendance with notice of the new location; the media has a right to attend unless they were part of the disruption.

3. The governing body must post an order of adjournment, citing the new time and location, at the doorway of the location of the disrupted meeting.

4. The governing body may only take final action on items listed on the agenda for the adjourned meeting.

5. The governing body is authorized to adopt procedures for allowing members of the public into the reconvened meeting.

See draft script below.

DRAFT

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Questions?

RECOMMENDATION:

Review draft Public Comment Policy and provide feedback.

Pending feedback, bring forward a Resolution at a later date.