

GRANT NO. 22-HFC-006

GRANT AGREEMENT FOR CONSTRUCTION OF LOW INCOME HOUSING UNITS AND SHELTER, PHASE 2 OF REDEVELOPMENT OF 2828 MARTIN WAY EAST/111 PATTISON ST NE, OLYMPIA, WASHINGTON, BETWEEN THE CITY OF OLYMPIA, A WASHINGTON MUNICIPAL CORPORATION AND THE LOW-INCOME HOUSING INSTITUTE (LIHI), A WASHINGTON NONPROFIT CORPORATION

THIS GRANT AGREEMENT (“Agreement”) is effective as of the date of the last authorizing signature affixed hereto. The parties to this Agreement are the CITY OF OLYMPIA, a Washington municipal corporation (hereinafter the “City”) and the LOW INCOME HOUSING INSTITUTE (LIHI), a nonprofit corporation organized under the laws of the State of Washington (hereinafter “LIHI” or “Grantee”), and collectively referred to herein as the “Parties.”

RECITALS

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

WHEREAS, in February 2018, Olympia voters approved City of Olympia Proposition No. 1, authorizing an additional sales and use tax pursuant to RCW 82.14.530 for housing and related services at a rate of one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax; and

WHEREAS, on March 6, 2018, the Olympia City Council enacted Ordinance No. 7127, which provided that the additional sales and use tax receipts provided by RCW 82.14.530 shall be used for low-income housing and housing-related services, including mental and behavioral health programs and facilities as required by RCW 82.14.530 and that a minimum of sixty percent (60%) of the monies collected under RCW 82.14.530 shall be used for the housing and housing-related purposes as defined in RCW 82.14.530(2)(a)(i), (ii), and (iii), and the remainder of the monies collected shall be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services as required by RCW 82.14.530(2)(c); and

WHEREAS, in 2019, the Olympia City Council adopted and approved a Home Fund Charter for the purpose of creating the charter Home Fund Advisory Board to ensure that the expenditures of the Olympia Home Fund dollars and other resources are invested based upon the priorities and commitments made by the City to voters and that the initial Home Fund Advisory Board would consist of a broad-based group of residents, and affected partners who could advise the City Council on how best

to invest limited housing and related social service dollars to meet the most urgent community needs as permitted by relevant statutes and ordinances; and

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

WHEREAS, on August 20, 2019, the Olympia City Council adopted Resolution M-2051, authorizing the sale of real property located at 2828 Martin Way East, Olympia, Washington to the Low Income Housing Institute (LIHI), a Washington nonprofit corporation, for the purpose of making provision for the necessary support of the poor and infirm as permitted by the Washington State Constitution, Article VIII, Sec. 7, so that the sale of the real property contemplated within the Real Estate Purchase and Sale Agreement shall be used to construct affordable housing and facilities providing housing-related services as provided in RCW 82.14.530 in perpetuity within the following population groups whose income is at or below sixty percent (60%) of the median income of Thurston County, Washington, for persons who are residents of the City of Olympia, Thurston County, Washington, to wit: (i) persons with mental illness; (ii) veterans of the armed forces of the United States of America; (iii) senior citizens; (iv) homeless, or at-risk of being homeless, families with children; (v) unaccompanied homeless youth or young adults; (vi) persons with disabilities; or (vii) domestic violence survivors; and

WHEREAS, the City and LIHI agreed that the real property at 111 Pattison St NE shall be subject to a restrictive covenant limiting its use in perpetuity for affordable housing for the population groups as set forth in RCW 82.14.530, as now or hereafter amended by law; and

WHEREAS, on February 25, 2021, LIHI submitted an application to the City of Olympia's Home Fund Advisory Board requesting funds for development of 64 units of low income housing (the "Application"); and

WHEREAS, on March 10, 2021, the Olympia Home Fund Advisory Board considered and approved LIHI's Application and submitted the Board's recommendation to the Olympia City Council for consideration; and

WHEREAS, on April 13, 2021, the Olympia City Council conditionally approved the Home Fund Advisory Board's recommendation to provide funding to LIHI in the sum of \$150,000 to develop affordable low-income housing in Thurston County, Washington, said award being conditional and not a guarantee of funds, subject to conditions as set forth in a letter to LIHI dated April 14, 2021, and requiring the Parties to enter into a contract with certain terms and conditions; and

WHEREAS, the City and LIHI must agree that real property acquired, converted, or developed by LIHI in Thurston County, Washington, using City grant funds for affordable low-income housing, shall be subject to restrictive covenants limiting use of such acquired property in perpetuity for low-income affordable housing for the population groups as set forth in RCW 82.14.530, as now or hereafter amended by law; and

WHEREAS, LIHI determined that the real property at 111 Pattison St NE is suitable for providing affordable housing and housing-related services for the citizens and residents of the City of Olympia and that said property is appropriate and suitable for redevelopment to provide new construction of affordable housing and facilities providing housing-related facilities; and

WHEREAS, the City and LIHI subsequently entered into a development agreement pursuant to which the Property will be developed in phases to provide a total of 129 units of low income housing and a sixty (60) bed shelter for persons experiencing homelessness; and

WHEREAS, the City and LIHI desire to enter into this Grant Agreement setting forth the terms upon which the City will grant to LIHI \$150,000 for purposes of the development of the Housing Unit which funds will be re-loaned by LIHI to Martin Way II LLLP, which will be the owner of the Housing Unit;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. GENERAL PROVISIONS

1.1 Grant Number. The number assigned to this Grant Agreement is **22-HFC-006**. This Grant Number shall appear on all invoices, addendums, modifications or correspondence relating to this Agreement.

1.2 Grant Purpose. The general purpose of this Grant Agreement between the Parties is to provide funding to LIHI for the development of Martin Way Phase 2, which will contain sixty-four (64) units of low-income housing of which thirty-two (32) units will serve those earning up to thirty percent (30%) AMI, and thirty-one (31) units of which will serve persons earning up to fifty percent (50%) AMI and one unit will serve as an on-site manager unit. At least thirty-nine (39) units will be set aside for homeless individuals. The City shall provide LIHI grant funding of \$150,000 for development Martin Way Phase 2 (EXHIBIT A). Funding is provided pursuant to the statutory requirements of RCW 82.14.530.

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

- EXHIBIT A Scope of Work
- EXHIBIT B Conditional Award Letter
- EXHIBIT C Application for Award Funding
- EXHIBIT D Development Agreement
- EXHIBIT E Budget
- EXHIBIT F Progress Report
- EXHIBIT G Invoice/Reimbursement Request Form
- EXHIBIT H Statement of Compliance with Nondiscrimination Requirement
- EXHIBIT I Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion
- EXHIBIT J Certification Regarding Lobbying
- EXHIBIT K Equal Benefits Compliance Declaration
- EXHIBIT L City Home Fund Form of Restrictive Covenant

II. SPECIAL TERMS AND CONDITIONS

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

- a. "Authorized Representative" shall mean either the City Manager or the City Manager's designee, the Grantee's Executive Director and/or the designee authorized in writing to act on behalf of the Grantee's Executive Director.
- b. "City" shall mean the City of Olympia, a Washington municipal corporation.
- c. "Contract Manager" shall mean the representative for each Party who is responsible for and is a Party's contact person for all communications, notices and invoices/billings regarding the performance of this Grant Agreement.
- d. "Grant" or "Agreement" or "Grant Agreement" means the entire written agreement between the City of Olympia and the Grantee, Low Income Housing Institute, including any Exhibits, documents, or materials incorporated by reference as part of this Grant Agreement.
- e. "Grantee" or "Grantees" shall mean the entity or entities set forth in this Grant Agreement and who shall produce low income housing units or perform service(s) under the terms and conditions of this Grant. If more than one "Grantee" is a recipient under this Grant Agreement, use of the term "Grantee" shall apply to the singular and plural.
- f. "LIHI" shall mean the Low Income Housing Institute (LIHI), a Washington nonprofit corporation, a grantee and recipient under this Grant Agreement.
- g. "Partnership" shall mean Martin Way II LLLP, a Washington limited liability limited partnership of which Martin Way Manager LLC, whose sole member is LIHI, is the general partner.
- h. "Party" or "Parties" shall mean either the Grantor, City of Olympia, and the Grantee, Low Income Housing Institute (LIHI), or collectively.
- i. "Project" shall mean the Martin Way Phase 2 to be constructed and developed at 111 Pattison St NE, Olympia, WA, consisting of 64 units of low-income housing.
- j. "Property" shall mean the real property located at 111 Pattison St NE, Olympia, WA.
- k. "Personal or Confidential Information" as used in this Grant Agreement shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers that is protected by federal or state laws.

l. "Restrictive Covenant" shall mean a covenant recorded with the Thurston County Auditor on real property of Grantee that restricts use of the property to providing affordable low-income housing and housing related services for those population groups identified in RCW 82.14.530.

m. "State" shall mean the state of Washington.

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

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

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

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

2.3 Eligibility Dates for Grant Reimbursements. After this Grant Agreement has been executed by all Parties, invoices submitted for work under this Grant are eligible for reimbursement. However, all invoices must be submitted by LIHI to the City within six (6) months after the City's issuance of a final certificate of occupancy of the multi-residential structure contemplated by this Grant. If Grantee's invoices are not submitted to the City within the above referenced time period, reimbursement of invoices incurred for work under this Grant may be disallowed by the City in its sole discretion.

2.4 Billing Procedures and Payment. The Grantee shall submit all requests for reimbursement by invoice to the City. Invoices shall be submitted at least quarterly, but not more often than monthly. The invoice shall be submitted to Cary Retlin, Home Fund Manager, City of Olympia, 601 4th Ave E., P.O. Box 1967, Olympia, WA 98507. The City will pay Grantee upon acceptance of the services provided and receipt of properly completed invoices. Payment shall be considered timely if made by the City within forty-five (45) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the respective Grantee. The City may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily

comply with any term or condition of this Grant. **No payments in advance shall be made by the City in anticipation of services or supplies to be provided under this Grant.**

2.5 Duplication of Billed Costs. The Grantee shall not bill the City for services performed under this Grant, and the City shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

2.6 Disallowed Costs. The Grantee is responsible for reimbursement to the City of any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

III. ADDITIONAL TERMS AND CONDITIONS

3.1 Compensation. The City shall pay an amount not to exceed \$150,000 for the performance of all things necessary for or incidental to the performance of work as set forth in EXHIBIT A - Scope of Work. Grantee's compensation for services rendered shall be based in accordance with EXHIBIT C – Application for Award of Funding by the Low Income Housing Institute (LIHI) from the Olympia Home Fund and EXHIBIT B – Conditional Award Letter. Transfer of funds between line item budget categories must be approved by the City. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation of an amendment by Grantee and the City. The Grantee agrees to comply with the financial and administrative requirements set forth in statutes, ordinances and professionally recognized accounting rules.

3.2 Retention, Security, Staff Training, And Data Breaches. The City requires that all information created or collected as a result of this Grant funding be retained, either physically, electronically or digitally, for not less than seven (7) years. It is expected that Grantee will allow for the cost of the creation of records maintenance plans and systems. If a Grantee collects data whose security is regulated by federal, state or local law, it is expected that the Grantee will adhere to all relevant laws, rules, and regulations. Grantee is required to train every staff member who may have access to information created or collected under this Grant in proper data security and awareness and the elements of the plan mentioned above.

If the Grantee is made aware of a potential or actual breach of the security of any information created or collected as a result of this funding, the Grantee is to notify the City within forty-eight (48) hours of the suspected or actual breach. The Grantee is responsible for compliance with the appropriate laws, rules, and regulations regarding the reporting of a suspected or actual security breach to the proper agencies and participants.

3.3 Nondiscrimination. During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, including but not limited to the Americans with Disabilities Act (ADA), which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, government services and telecommunications (EXHIBIT H).

In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with the City. The Grantee shall, however, be

given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth in this Grant Agreement.

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

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

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

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

3.5 Examination of Records. The Grantee authorizes the City and/or its designee and its representatives, access to and the right to examine all Grantee's records, books, paper or documents related to this Grant within seventy-two (72) hours of the City's request.

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

GRANTEE: LOW INCOME HOUSING INSTITUTE

(LIHI)

Joshua Janet
Real Estate Project Manager
Low Income Housing Institute
1253 S Jackson St, Ste A
Seattle WA 98144
(206) 640-8494
Joshua.Janet@lihi.org

GRANTOR: CITY OF OLYMPIA

Darian Lightfoot
Director of Housing and Homeless Response
City of Olympia
601 4th Ave East
P.O. Box 1967
Olympia WA 98507
(360) 570-3956
dlightfo@ci.olympia.wa.us

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

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

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

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

- a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any

Subgrantee/Subcontractor provide adequate insurance coverage for the activities arising out of their Grant related activities.

b. Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

c. Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed by or under Grant to the Grantee.

3.9 Non-Supplanting Certification. No Grant funds will be used to supplant existing state, local, or other non-federal funding already in place to support current services or funding. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this Grant, or recoupment of monies provided under this Grant.

3.10 Reporting. Grantee will submit reports to the City in the form and format as specified in Paragraph 2.2 above, and at intervals specified by the City, for any work under this Grant performed by a Subgrantee(s) or Subcontractor(s) and the portion of Grant funds expended for work performed by a Subgrantee(s) or Subcontractor(s), including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business Subcontractor(s) or Subgrantee(s). "Subcontractor(s)" shall mean Subcontractor(s) of any tier.

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

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict), employees or contractors from reporting waste, fraud, or abuse as described above; and
- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the City, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the City.

- If the Grantee does or is authorized under this Grant to make Subgrantee, procurement contracts, or both:
 - a. It represents that:
 - 1. it has determined that no other entity that the Grantee’s application proposes may or will receive Grant funds (whether through a Subgrant, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this Grant is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the City making this Grant, and will resume (or permit resumption of) such obligation only if expressly authorized to do so by the City.

3.12 Order of Precedence. In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable local, federal and state of Washington statutes, ordinances and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Additional Terms and Conditions
- EXHIBIT A Scope of Work
- EXHIBIT B Conditional Award Letter
- EXHIBIT C Application for Award Funding
- EXHIBIT D Development Agreement
- EXHIBIT E Budget
- EXHIBIT F Progress Report
- EXHIBIT G Invoice/Reimbursement Request Form
- EXHIBIT H Statement of Compliance with Nondiscrimination Requirement
- EXHIBIT I Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion
- EXHIBIT J Certification Regarding Lobbying
- EXHIBIT K Equal Benefits Compliance Declaration
- EXHIBIT L City Home Fund Form of Restrictive Covenant

3.13 Advance Payments Prohibited. As stated in Paragraph 2.4 of this Grant Agreement, no payments in advance of or in anticipation of goods or services to be provided under this Grant Agreement shall be made by the City of Olympia.

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

3.15 Amendments. This Grant Agreement may be amended by mutual agreement of the Parties and the Partnership. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

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

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

a. General Requirements. Grantee shall procure independent audit services based on the following guidelines:

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

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

(iii) The Grantee shall perform an independent audit each fiscal year. An audit report shall be submitted to the City within six (6) months after end of the Grantee's fiscal year.

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

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

d. Documentation Requirements. The Grantee must send a copy of any required audit report no later than nine (9) months after the end of the Grantee's fiscal year by sending a scanned copy of the Audit Report to Owen Thompson, othomps@ci.olympia.wa.us or a hard copy to:

CITY OF OLYMPIA

Owen Thompson - Account Manager

City of Olympia

P.O. Box 1967

Olympia WA 98507

othomps@ci.olympia.wa.us

In addition to sending a copy of the audit report when applicable, the Grantee must also send to the City any corrective action plan for audit findings within three (3) months of the audit report being received by the City.

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

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
- B. Has not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.
- C. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549.
- D. Has not within a three-year period preceding the signing of this Grant Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.

The Grantee shall keep on file a copy of documentation to support Grantee's check for debarment, suspension, proposed debarment, declaration of ineligibility or voluntary exclusion in all solicitations for lower tier covered transactions. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant Agreement as an addendum, explaining the circumstances why it cannot so certify.

The Grantee agrees by signing this Grant Agreement that it shall not knowingly enter into any lower tier covered transaction with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City in writing.

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

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

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

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

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

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

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

3.21 Copyright Provisions. Unless otherwise provided, all materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the City. The City

shall be considered the author of such materials. In the event the materials are not considered “works for hire” under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all materials, including all intellectual property rights, and rights of publicity to the City effective from the moment of creation of such materials. “Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to the City a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights and rights of publicity, necessary to grant such a license to the City. The Grantee shall exert all reasonable effort to advise the City, at the time of delivery of materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide the City with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any materials delivered under this Grant. The City shall have the right to modify or remove any restrictive markings placed upon the materials by the Grantee.

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

The request for a dispute hearing must:

- A. be in writing;
- B. state the disputed issues;
- C. state the relative positions of the Parties;
- D. state the Grantee's name, address, and Grant number; and
- E. be mailed to the Contract Manager set forth in Paragraph 3.6 and the other Party's Contract Manager within three (3) working days after the Parties agree that they cannot resolve the dispute.

The responding Party or Parties shall send a written answer to the written request for a dispute hearing to each Party's Contract Manager as set forth in Paragraph 3.6 within five (5) working days. Keith Stahley, Assistant City Manager, shall review the written statements and reply in writing to all Parties within ten (10) working days or may extend this time period if necessary, by notifying the Parties in writing that additional time is necessary to review the Parties written statements. The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding. The Parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this Grant shall be construed to limit the Parties' choice of a mutually acceptable alternate dispute resolution (ADR) method such as binding arbitration, in addition to the dispute hearing procedure outlined above.

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

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

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

3.25 Independent Capacity of the Grantee. The Parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the City. The Grantee will not hold itself out as or claim to be an officer or employee of the City, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee of the City under law. Conduct and control of the work will be solely with the Grantee.

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

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

3.28 Limitation of Authority. Only the Authorized Representative or the Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant is not effective or binding unless made in writing and signed by all the Authorized Representatives of the Parties to this Grant Agreement.

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

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

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

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

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

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

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

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

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

The City consents to the re-lending of the grant funds to the Partnership and the Partnership shall be treated as a subgrantee.

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

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

3.40 Termination – Disruption in Funding. The City acknowledges that the funds for this grant are available for the purposes set forth in this Agreement and are subject only to approval of this Grant Agreement by action of the Olympia City Council.

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

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of requests for proposals, mailing, advertising and staff time. The City reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by the City to terminate the Grant. A termination shall be deemed a "Termination for

Convenience” if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of its control, fault or negligence.

The rights and remedies of the City provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

The City shall accept a cure tendered by the Partnership or its limited partner on the same terms and conditions as a cure tendered by Grantee.

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

The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant. After receipt of a notice of termination, and except as otherwise directed by the City’s Authorized Representative, the Grantee shall take such action as may be necessary, or as the City’s Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee or Partnership and in which the City has or may acquire an interest.

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

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

3.45 Assurances. The Grantee affirms that it has the requisite training, skill and experience necessary to provide the services under this Grant and is appropriately accredited and licensed by all applicable agencies and governmental entities.

3.46 Authority. Each individual executing this Agreement on behalf of the City and Grantee represents and warrants that such individuals are duly authorized to execute and deliver this Grant Agreement on behalf of the Grantee or the City.

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

3.48 Performance. Time is of the essence in performance of this Grant Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Scope of Work, EXHIBIT A herein, is essential to the Grantee's performance of this Agreement.

3.49 Remedies Cumulative. Any remedies provided for under the terms of this Grant Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

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

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

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

3.53 Ratification. Any work performed prior to the effective date of this Grant Agreement that falls within the Scope of Work, EXHIBIT A, of this Agreement, and is consistent with the Grant's terms, is hereby ratified and confirmed by the Parties, unless specifically rejected in writing by the City.

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

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

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

[Signatures follow on next page.]

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

GRANTEE:

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

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I am authorized by the Low Income Housing Institute (LIHI) to sign this Grant Agreement as its Representative.

By: Sharon Lee
Sharon Lee, Executive Director
Date: 02/24/2023

GRANTOR:

CITY OF OLYMPIA, a Washington municipal corporation

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

By: _____
Steven J. Burney, City Manager
Date: _____

APPROVED AS TO FORM:

By: Mark Barber
Mark Barber, City Attorney
Date: 02/24/2023

EXHIBIT A

Scope of Work

EXHIBIT A

SCOPE OF WORK

I. Parties to Scope of Work

This Scope of Work (SOW) is between the City of Olympia (“City”) and the Low Income Housing Institute (LIHI), (“LIHI”) for Grant Agreement 22-HFC-006 and is as described in the Grantee’s application for grant funding from the City, which was received on or about February 21, 2021, with no unapproved substantive deviations. Requests for changes to this scope of work, or services laid out in the applicant’s application for funding can be made to Darian Lightfoot, Director of Housing and Homeless Response, City of Olympia, at dlightfo@ci.olympia.wa.us and as provided in the Grant Agreement.

II. Effective Date

This SOW is effective, and the funds will be available to LIHI and Interfaith Works for expenditure on items and activities described herein and in the Grant Agreement following the Effective Date of the Grant Agreement. No reimbursements shall be made for invoices occurring before the Effective Date of the Grant Agreement. Any reimbursements under this Grant shall be submitted to the City no later than as specified in Paragraph 2.3 of the Grant Agreement.

III. Location of Project

111 Pattison St NE, Olympia, WA 98506 (hereinafter referred to as “Martin Way Phase 2”).

IV. Brief Description of the Martin Way Phase 2 Project

Martin Way Phase 2 will contain sixty-four (64) units of low-income housing, of which thirty-two (32) units will serve those earning up to thirty percent (30%) AMI, thirty-one (31) units of which will serve persons earning up to fifty percent (50%) AMI, and one unit will serve as an on-site manager unit. At least thirty-nine (39) units will be set aside for homeless individuals.

The total funding request by LIHI is \$150,000. LIHI will serve as both the developer and property manager of the low income affordable housing units and will provide on-site case management services for residents.

V. Estimated Completion Date

Martin Way Phase 2 is estimated to be complete and receive a Temporary Certificate of Occupancy from the City of Olympia on July 31, 2024.

LIHI and the City of Olympia have entered into a Development Agreement for 111 Pattison St NE, Olympia WA. See, EXHIBIT D to Grant Agreement.

VI. Reduce Homelessness for Most Vulnerable

LIHI will provide on-site case management and property management for residents. LIHI case managers provide consistent counseling and engagement to tenants to help them stabilize and maintain their housing long term. Case managers help the formerly homeless and chronically mentally ill residents address their needs through targeted services and referrals so residents can become more self-sufficient. Case managers work with residents to complete the following: improve their income; increase their education; move toward legal residency/citizenship; resolve legal and financial complications; and help them to manage issues such as mental and physical disabilities.

LIHI's on-site property manager is also available 24/7 to address emergencies. In addition, LIHI anticipates joint programming in partnership with Interfaith Works, the services provider for Phase 1, to provide additional services integration and host external services.

All of the 63 rental units in Martin Way Phase 2 will be set aside for the most vulnerable. Below is a breakdown of the specific categories:

50% AMI: The project's 63 rental units will all be set aside for individuals earning at or below 50% of the area median income. Specifically, the project will provide 32 housing units for those earning at or below 30% of the area median income, 31 housing units for those earning at or below 50% of the area median income, and 1 unit will serve as an on-site manager unit.

Other Priority Populations: The project's 63 rental units will house a to-be- determined combination of the following City Priority Populations: Seniors (age 62 or over); Single adults who are chronically homeless and have a disability; Individuals with disabilities; Individuals with behavioral health challenges; Survivors of domestic violence; and Veterans. The specific breakdown will be determined based on the to-be-determined State Housing Trust Fund funding rules.

Homeless: At least 39 housing units will be set aside for homeless individuals. These units will be filled through Thurston County's Coordinated Entry program.

Supportive Housing: The project's 63 rental units will all be supportive housing as LIHI will provide on-site case management services for residents.

Martin Way Phase 2 will be operated on the Housing First model and implement low barrier access to units; however, per federal rules, the project's Section 8 units cannot permit convicted sex-offenders, arsonists, or methamphetamine manufacturers.

VII. Supportive Housing Services

The 63 rental units in Martin Way Phase 2 will all be supportive housing as LIHI will provide on- site case management services for residents.

Some of the primary needs resident households will have include the following: high access connection

to medical care, low-barrier mental health and substance use treatment options, support for their pets, support with managing personal belongings and hoarding behavior, overdose prevention planning, accessibility and mobility support, support with Activities of Daily Living, connection to in-home health workers, coordination of transportation for appointments, emergency medical response, interpersonal and domestic violence intervention, support with boundaries related to visitors not housed in the apartments, support with financial planning and connection to payee services, and coordination of legal support.

Anticipated service outcomes include the following: (1) residents remain stably housed long-term; (2) residents learn how to access community and government resources and advocate for themselves in the areas of health, mental health, drug/alcohol treatment services, education, and other services; and (3) residents are able to secure living wage employment, income support, or improve their economic status.

The ground floor of the building will include case management office space and a large community amenity room that can host on-site and external services. The building's location next to Phase 1 also allows for an opportunity to provide additional services integration with Interfaith Works and host external services.

Operating and services costs are covered by the project's rental income cash flow. Any additional services funding available from the City of Olympia, Thurston County, and other sources, if funded, could provide additional services staff. Any loss of resource could be addressed through applying for additional sources or through the capitalized operating reserve.

LIHI Case Managers have not been trained or evaluated in SAMHSA; however, LIHI has a partnership with Crisis Connection.

VIII. Costs per Housing Unit

a. Average Cost Per Unit Based on Total Project Cost

\$306,234.66 (estimated; \$19,599,018 / 64 units). Like Martin Way Phase 1, Phase 2.

b. Average Cost Per Home Fund Dollar Requested

\$28.00 (estimated; \$19,599,018 / \$700,000). Martin Way Phase 2 will leverage the \$700,000 in Home Funds to help obtain an estimated \$18,899,018 in funding from other sources.

IX. Other Duties and Responsibilities

LIHI shall prepare all invoices that document expenses incurred for construction and operation of the Martin Way Phase 2 Project and submit same to the City as provided in the Grant Agreement. All Home Fund monies will be through reimbursements. No advance funding is permitted under the terms of the Grant.

Reimbursements for development fees shall be linked to City identified project milestones such as permits, occupancy or other negotiated progress measures.

A development agreement and a Good Neighbor Plan relating to operation of the Martin Way Phase 2 Project is required.

LIHI shall prepare and submit to the City quarterly progress reports for the Martin Way Phase 2 Project upon commencement of construction. The reports shall be sent to Darian Lightfoot, Director of Housing and Homeless Response, City of Olympia at dlightfo@ci.olympia.wa.us.

EXHIBIT B

Conditional Award Letter



April 14,2021

Sharon Lee, Executive Director
Low Income Housing Institute
Via Email – Sharonl@lihi.org

Re: Award for \$150,000 from City of Olympia Home Fund

Dear Sharon:

Congratulations! Your application for the City of Olympia’s Home Fund in the amount of \$150,000 for developing 63 new homes for the most vulnerable adults in Olympia was conditionally approved by City Council at their April 13, 2021 meeting. These funds are available through the City of Olympia Home Fund.

This award is conditional and is not a guarantee of funds. This letter provides an overview of our conditions and what some details you can expect in our contract for services. Once I am assured the preconditions for contracting are met, we will negotiate a contract to make funds available for your project.

As you pursue funds from other funders, you must provide me with the following by email:

- Updated development budgets and operating pro forma submitted to other funders;
- A written summary of changes in services provided, populations served, and cost changes in those applications.

These other Home Fund preconditions also apply: You must provide me emailed copies of award letters or reservation of credits from the sources you documented in your application including:

- Thurston County (including local, state or federal resources)
- Washington State Department of Commerce (including Housing Trust Fund)
- Washington State Housing Finance Commission (including Tax Credits)
- Other funds and funders

I will initiate contract negotiation after you provide those documents. Council and the Home Fund Advisory Board require that our contract stipulate:

- No funds will be made available until commitment is documented from your other proposed funders (examples are above in this letter);
- All funds will be paid through reimbursements documented through invoices;

Mayor: Cheryl Selby **Mayor Pro Tem:** Clark Gilman **City Manager:** Jay Burney
Councilmembers: Jim Cooper, Yến Huýnh, Dani Madrone, Lisa Parshley, Renata Rollins

2021 Home Fund Award

April 14, 2021

Page 2

- Draws sent to other public funders must also be sent to the City of Olympia;
- Reimbursements for development fees may be linked to project milestones (like permits, occupancy, or other negotiated milestones);
- Our contract term will be consistent with your development timeline;
- Your budget and scope of work will be based on the application you submitted;
- Your proposal and contract will meet the requirements of the City of Olympia Home Fund's Administrative Plan;
- Other agreements, like a Development Agreement or Good Neighbor Plan, may be required;
- Funds will not be available to draw until the end of first quarter of next year.

Please notify me as you reach funding and other milestones or encounter challenges. I anticipate reserving your award for the time period specified in your application. If you do not demonstrate the progress you proposed within nine months of the date of this letter the City of Olympia reserves the right to withdraw this award.

I am committed to helping your project be successful. Please let me know how I can help along the way. I can be reached at cretlin@ci.olympia.wa.us or 360.570.3956.

Thank you for your commitment to make the City of Olympia more affordable for everyone in our community!

Sincerely,

CARY RETLIN
Home Fund Manager

EXHIBIT C
Application for Award Funding

EXHIBIT C

2021 Olympia Home Fund Application Questions

1. Submitting Organization Name

Low Income Housing Institute (LIHI).

2. Name of Primary Contact for this Application

Steven Strickland, Real Estate Project Manager, Low Income Housing Institute (LIHI).

3. Telephone Number, Email Address, & Mailing Address for Submitting Organization

Telephone Number: 206-957-8055
Email Address: steven.strickland@lihi.org
Mailing Address: Low Income Housing Institute (LIHI)
Attn: Steven Strickland
1253 S. Jackson St., Ste. A
Seattle, WA 98144

4. Project Name

Martin Way Phase 2

5. Brief Description of Proposed Project

Martin Way Phase 2 is a 5-story, new construction, multifamily rental, affordable housing building. The 64-unit building will include 40 studio and 24 1-bedroom units. 32 housing units will serve those earning at or below 30% of the area median income, 31 housing units will serve those earning at or below 50% of the area median income, and 1 unit will serve as an on-site manager unit. At least 39 units will be set aside for homeless individuals.

The project is requesting \$700,000 in City of Olympia HOME funding.

6. Location of Project/City/Address & Zoning

Location/Address: 2828 Martin Way E, Olympia, WA 98506
Zoning: High Density Corridor-4 (HDC-4)

7. Name and Brief Experience of Developer

The Developer of the project is the Low Income Housing Institute (LIHI). LIHI was started in 1991 and now owns and manages 65 affordable housing properties with over 2,400 affordable housing units located in six counties: King, Snohomish, Pierce, Kitsap, Island, and Thurston. In Olympia, LIHI has successfully developed and operates Billy Frank Jr. Place and operates The Fleetwood Apartments, both 43-unit affordable housing developments in Downtown Olympia.

LIHI is also currently developing Martin Way Phase 1 in Olympia, a 65-unit building including a 60-bed shelter, which is currently under construction and will be completed in December 2021.

Sharon Lee, Executive Director, has been the Executive Director of LIHI since 1994. She holds a B.A. from the University of Pennsylvania and a Master of Architecture and MCP in City Planning from MIT.

Robin Amadon, Housing Development Director, oversees the entire development process and provides support to the project team, assisting with negotiating deal terms, and reviewing project budgets and schedules. Robin joined LIHI in 1998 and has worked on 23 Low Income Housing Tax credit projects (both 9% and 4% models), several congregate homes, and mixed-use developments. Robin holds a B.A. in Politics, an M.P.A. from Princeton University, and a Certificate in Project Management from University of Washington.

Eric M. Blank, Design Manager & Senior Architect, oversees the design process and leads construction administration. Eric is a licensed architect with over 20 years of experience, mostly working on multifamily and mixed-use projects in the Seattle area. Eric obtained his Bachelor of Architecture degree from Virginia Polytechnic and State University, is a member of the American Institute of Architects, and is a LEED accredited professional.

Steven Strickland, Real Estate Project Manager, assists with the financing, predevelopment, and legal aspects of the project. Steven joined LIHI in January 2018 and previously worked as a real estate attorney. Steven holds a B.A. from Harvard and a J.D. from the University of Miami School of Law.

8. Name and Brief Experience of Project Manager

N/A – the Developer will manage the project.

9. Serve Priority Population

a. Target Populations of Project

50% AMI: The project's 63 rental units will all be set aside for individuals earning at or below 50% of the area median income. Specifically, the project will provide 32 housing units for those earning at or below 30% of the area median income, 31 housing units for those earning at or below 50% of the area median income, and 1 unit will serve as an on-site manager unit.

Other Priority Populations: The project's 63 rental units will house a to-be-determined combination of the following City Priority Populations: Seniors (age 62 or over); Single adults who are chronically homeless and have a disability; Individuals with disabilities; Individuals with behavioral health challenges; Survivors of domestic violence; and Veterans. The specific breakdown will be determined based on the to-be-determined State Housing Trust Fund funding rules.

Homeless: At least 39 housing units will be set aside for homeless individuals. These units will be filled through Thurston County’s Coordinated Entry program.

Supportive Housing: The project’s 63 rental units will all be supportive housing as LIHI will provide on-site case management services for residents.

b. Proposed Number of Units (Total)

64 units.

c. Proposed Number of Units (Per Population)

Population Set-Aside	Number of Units
50% AMI	63
Homeless	39 (minimum)
Other Priority Populations <i>- Seniors (age 62 or over); Single adults who are chronically homeless and have a disability; Individuals with disabilities; Individuals with behavioral health challenges; Survivors of domestic violence; and Veterans. The specific breakdown will be determined based on the to-be-determined State HTF funding rules.</i>	63
On-Site Manager Unit	1

d. Proposed Number of Units (Per Income Level)

Income Level (% AMI)	Number of Units
30% AMI	32
50% AMI	31
On-Site Manager Unit	1
Total Units:	64

10. Demonstrate Readiness

a. Timeline of Completion

If full public funding is obtained by January 2022, as planned, the project is estimated to be complete and receive a Temporary Certificate of Occupancy from the City of Olympia on 5/31/2023.

b. Project Site

The project site has been identified (2828 Martin Way E, Olympia, WA 98506), and the site is owned by the Developer, Low Income Housing Institute (LIHI).

c. Site Constraints Affecting Construction

There are no major site constraints affecting construction. Because this building will be Phase 2 of the Martin Way project, many of the site-related difficulties encountered in Phase 1 construction/design such as designing a storm water management system and

locating utility systems have been planned with Phase 2 in mind. Also, the Developer has already agreed a Development Agreement with the City of Olympia that sets certain criteria for Phase 2 design such as the amount of parking required.

The main pending site-related items to note are the following: (1) Because the Phase 2 portion of the site will need to be split from the Phase 1 portion, Phase 2 will require a boundary lot adjustment approved by the City of Olympia; and (2) There is a small existing building on site, which will need to be demolished as part of the construction of Phase 2.

11. Reduce Homelessness for Most Vulnerable

a. How will this project support the most vulnerable homeless households referred through Coordinated Entry?

LIHI will provide on-site case management and property management for residents. LIHI case managers provide consistent counseling and engagement to tenants to help them stabilize and maintain their housing long term. Case managers help the formerly homeless and chronically mentally ill residents address their needs through targeted services and referrals so residents can become more self-sufficient. Case managers work with residents to complete the following: improve their income; increase their education; move toward legal residency/citizenship; resolve legal and financial complications; and help them to manage issues such as mental and physical disabilities.

LIHI's on-site property manager is also available 24/7 to address emergencies. In addition, LIHI anticipates joint programming in partnership with Interfaith Works, the services provider for Phase 1, to provide additional services integration and host external services.

b. How many units or beds will be dedicated to the most vulnerable (of total constructed)?

All of the project's 63 rental units will be set aside for the most vulnerable. Below is a breakdown of the specific categories:

50% AMI: The project's 63 rental units will all be set aside for individuals earning at or below 50% of the area median income. Specifically, the project will provide 32 housing units for those earning at or below 30% of the area median income, 31 housing units for those earning at or below 50% of the area median income, and 1 unit will serve as an on-site manager unit.

Other Priority Populations: The project's 63 rental units will house a to-be-determined combination of the following City Priority Populations: Seniors (age 62 or over); Single adults who are chronically homeless and have a disability; Individuals with disabilities; Individuals with behavioral health challenges; Survivors of domestic violence; and Veterans. The specific breakdown will be

determined based on the to-be-determined State Housing Trust Fund funding rules.

Homeless: At least 39 housing units will be set aside for homeless individuals. These units will be filled through Thurston County's Coordinated Entry program.

Supportive Housing: The project's 63 rental units will all be supportive housing as LIHI will provide on-site case management services for residents.

c. What screening criteria will you provide to Coordinated Entry for this project?

The project will be operated on the Housing First model and implement low barrier access to units; however, per federal rules, the project's Section 8 units cannot permit convicted sex-offenders, arsonists, or methamphetamine manufacturers.

12. Provide Supportive Housing

a. Will this project provide supportive housing?

Yes, the project's 63 rental units will all be supportive housing as LIHI will provide on-site case management services for residents.

b. What are the targeted supportive needs of the households served?

Some of the primary needs resident households will have include the following: high access connection to medical care, low-barrier mental health and substance use treatment options, support for their pets, support with managing personal belongings and hoarding behavior, overdose prevention planning, accessibility and mobility support, support with Activities of Daily Living, connection to in-home health workers, coordination of transportation for appointments, emergency medical response, interpersonal and domestic violence intervention, support with boundaries related to visitors not housed in the apartments, support with financial planning and connection to payee services, and coordination of legal support.

Anticipated service outcomes include the following: (1) residents remain stably housed long-term; (2) residents learn how to access community and government resources and advocate for themselves in the areas of health, mental health, drug/alcohol treatment services, education, and other services; and (3) residents are able to secure living wage employment, income support, or improve their economic status.

c. How have supportive services been integrated into the construction and operations of the proposed project?

The ground floor of the building will include case management office space and a large community amenity room that can host on-site and external services. The building's

location next to Phase 1 also allows for an opportunity to provide additional services integration with Interfaith Works and host external services.

d. How will services like case management or behavioral health be funded?

Operating and services costs are covered by the project's rental income cash flow. Any additional services funding available from the City of Olympia, Thurston County, and other sources, if funded, could provide additional services staff. Any loss of resource could be addressed through applying for additional sources or through the capitalized operating reserve.

e. Has the provider of these services been trained or evaluated in Substance Abuse and Mental Health Services Administration (SAMHSA) Supportive Housing Fidelity? If yes, estimate the most recent date and evaluating organization.

LIHI Case Managers have not been trained or evaluated in SAMHSA; however, LIHI has a partnership with Crisis Connection.

13. Cost

a. Average Cost Per Unit Based on Total Project Cost

\$291,632.50 (estimated; \$18,664,480 / 64 units). Like Martin Way Phase 1, Phase 2 will implement Walsh Construction Company's Cost Efficient Construction & Design standardization and efficiency-based construction and design methods.

b. Average Cost Per Home Fund Dollar Requested

\$26.66 (estimated; \$18,664,480 / \$700,000). Martin Way Phase 2 will leverage the \$700,000 in Home Funds to help obtain an estimated \$17,964,480 in funding from other sources.

14. Budget Spreadsheet:

Please see the attached draft Martin Way Phase 2 project budget, which is in the Washington State Combined Funders Application (CFA) Forms format.

EXHIBIT D

Development Agreement

EXHIBIT D

DEVELOPMENT AGREEMENT

BY AND BETWEEN THE CITY OF OLYMPIA, A WASHINGTON MUNICIPAL CORPORATION, AND THE LOW-INCOME HOUSING INSTITUTE, A WASHINGTON NONPROFIT CORPORATION, FOR DEVELOPMENT OF CERTAIN REAL PROPERTY

THIS DEVELOPMENT AGREEMENT is effective as of the date of the last authorizing signature affixed hereto. The parties to this Agreement are the City of Olympia, a Washington municipal corporation, hereinafter the "City," and the Low-Income Housing Institute (LIHI), a non-profit corporation organized under the laws of the State of Washington, hereinafter the "Developer."

RECITALS

1. The Washington State Legislature has authorized the execution of a development agreement between a local government and a person or entity having ownership or control of real property within its jurisdiction pursuant to RCW 36.70B.170(1)).

2. A development agreement made pursuant to that authority must set forth the development standards and other provisions that shall apply to, govern, and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement.

3. The City and the Developer recognize development agreements must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW.

4. This Development Agreement, hereinafter the "Development Agreement", which will be by and between the City of Olympia and the Developer, relates to the development of real property commonly known as Martin Way Affordable Housing, which consists of property located at 2828 Martin Way East (hereinafter the "Property").

5. The Developer intends to provide on the Property approximately 111 units of housing affordable to low-income residents, and a shelter for approximately sixty (60) individuals experiencing homelessness, which will provide a public benefit to the Olympia community.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

GENERAL PROVISIONS

Section 1: The Project. The Project is the development and use of the Property, consisting of approximately 1.12 acres (Tax Parcel No. 69510000200) in the City of Olympia. The proposal describes the Project as a phased residential project, consisting of approximately 111 units of housing affordable to low-income residents, and a shelter for approximately sixty (60) individuals experiencing homelessness. It is anticipated that the Developer will be seeking approval, for each phase of the development, of a land use development application and associated building and other permits upon execution of this Development Agreement.

Section 2: *The Subject Property.* The Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3: *Definitions.* As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

“Adopting Resolution” means the Resolution which approves this Development Agreement, pursuant to RCW 36.70B.200.

“Certificate of occupancy” means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

“Council” means the duly elected legislative body governing the City of Olympia.

“Director” means the City’s Community Planning and Development Director.

“Effective Date” means the effective date of the Adopting Resolution.

“EDDS” means the Engineering Design and Development Standards” adopted by the City of Olympia. See OMC 12.02.020.

“Existing Land Use Regulations” means the ordinances adopted by the City Council of Olympia in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards, and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City’s Official Zoning Map and development standards, Determinations made pursuant to the State Environmental Policy Act (SEPA), Concurrency Ordinance, the EDDS, and all other ordinances, codes, rules, and regulations of the City establishing standards in relation to the development of the subject property; and the division of land, whether through the subdivision process, the binding site plan process, or otherwise. This does not include any building or fire code that is state-mandated (See RCW 19.27.031); any other regulations resulting from superseding state or federal law; impact fees, mitigation fees, or any other fees or charges, except as specifically described in this agreement.

“Landowner” is the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The “Developer” is the Low-Income Housing Institute (LIHI).

“Project” means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

Section 4: *Exhibits.* Exhibits to this Agreement are as follows:

Exhibit A – Legal description of the Subject Property.

Exhibit B – Illustration showing Development Phases, including design of improvements. This development agreement does not certify or pre-approve Exhibit B for land use review or any other permits.

Exhibit C – Drawings showing cross-sections and street frontage improvement standards to the Pattison Street NE and Martin Way East right of way adjacent to the Project, which will be constructed by the Developer as described in this development agreement and conveyed to the City. The sheet titled “Pattison Street NE Frontage Improvements” shows curb and channelization on Pattison Street NE from the recently completed intersection improvements for both future phases.

Section 5: Parties to Development Agreement. The parties to this Agreement are:

The “City” is the City of Olympia, the mailing address of which is P. O. Box 1967, Olympia, Washington 98507.

As indicated above, the “Developer” is a non-profit corporation whose mailing address is 2407 First Avenue, Seattle, WA 98121.

The “Landowner.” From time to time, as provided in this Agreement, the Subject Property or a portion thereof may be sold or otherwise lawfully disposed of to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

Section 6: Term of Agreement. This Agreement shall commence upon the effective date of the Adopting Resolution approving this Agreement and shall continue in force for a period of ten (10) years, unless extended or terminated as provided herein. Following the expiration of the term or any extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

Section 7: Vested Rights of Developer; Uses and Standards & Phasing. During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer under the existing land use regulations and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented thereto by the Developer.

7.1 Whether developed in one phase or a series of phases as anticipated by Section 11, the following uses and standards shall be those in effect as of the date of this Agreement, whether set forth in this Agreement, or in the permits and approvals, if any, identified herein, and all exhibits incorporated herein: (a) the permitted uses, (b) the density and intensity of use, (c) the maximum height and size of proposed buildings, (d) provisions for reservation and dedication of land, and (e) the existing Land Use Regulations as defined in this Agreement, as applicable to the development of the Subject Property. This does not include any building or fire code that is state-mandated (See RCW 19.27.031); any other regulations resulting from superseding state or federal law impact fees; mitigation fees, or any other fees or charges, except as specifically described in this agreement.

7.2 It is the intent of this Agreement that the Developer shall take all actions necessary to extinguish the existing condominium division on the Subject Property prior to the time of demolition of the existing building by the Developer.

Section 8: Modifications. Any modifications from the approved permits or the exhibits attached hereto requested by Developer may be approved in accordance with the provisions of the City's code and under the existing Land Use Regulations and shall not require an amendment to this Agreement.

Section 9: Financing of Public Facilities.

Developer acknowledges and agrees that it shall participate in the funding of its pro-rata share of the costs of public improvements in accordance with the city code and under the existing Land Use Regulations.

Section 10: Land Use Development Application Fees and Impact Fees.

Land use fees and impact fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City, and applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in the Olympia Municipal Code.

Section 11: Phasing of Development. The parties acknowledge that, because the Development will be phased, certain improvements associated with the Project must be available to all phases of the Project, in order to address health, safety and welfare of the residents. Therefore, the parties agree that the improvements associated with the Project shall be constructed and developed in phases as described in this Agreement and set forth in its Exhibits, subject to approval through the City's land use review process.

Section 12: Improvement of Public Lands. Rights-Of-Way shall be improved and, if necessary, dedicated to the City as required in the permits/approvals for each phase of the development, consistent with this Agreement and as set forth in its Exhibits. No certificate of occupancy shall be issued for any building until all frontage improvements are installed by the Developer in accordance with this Development Agreement and accepted by the City. Issuance of a certificate of occupancy for any building and/or improvements to the property during Phase 1 shall not rely upon the undertaking or completion of Phase 2 frontage improvements.

Section 13: Default. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Olympia Municipal Code or state law for violations of this Development Agreement and the Code.

Section 14: Waiver of Local Improvement District (LID). Developer, property owner and all of their successors, heirs, or assigns of any type or character to the property waive objection, waive protest and agree to support the imposition on all or part of the property subject to this Agreement to construct the improvements listed in this Agreement if the public improvements are not constructed as set forth in this Agreement. This section survives the term of this Agreement and is perpetual.

After full completion of the public improvements and applicable bonds, the Public Works Director or designee is authorized to acknowledge that the public improvements have been fully constructed and have satisfactorily survived the time required by applicable bonds and therefore this waiver of LID in section 14 is prospectively no longer in effect after the acknowledgment by the Public Works Director.

Section 15. Termination. This Agreement shall expire and/or terminate as provided below:

15.1. This Agreement shall automatically expire and be of no further force and effect if the development contemplated in this Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals. Such expiration shall require no Council action. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

15.2. This Agreement shall expire and be of no further force and effect if the Developer does not construct the Project substantially as contemplated by the design documents identified in this Agreement, or if Developer submits applications for development of the Property that are inconsistent with such permits, approvals and with this Agreement.

15.3. This Agreement shall terminate upon the expiration of the term identified in Section 6 or when the Subject Property has been fully developed, whichever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated.

15.4. If not earlier terminated, this Agreement shall terminate as provided upon the passage of the time periods set forth in Section 6 without Council action.

Section 16: Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City of Olympia Comprehensive Plan and its terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 17: Effects of Termination on City. Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination.

Section 18: Assignment and Assumption. The Developer shall have the right to sell, assign, or transfer this Agreement with all their rights, title, and interests therein to any person, firm or corporation at any time during the term of this Agreement.

Section 19: Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

Section 20: Amendment to Agreement; Effect of Agreement on Future Actions.

20.1. This Agreement may be amended by mutual written consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement.

20.2. Nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during term of this Agreement to the extent required by a serious threat to public health and safety, or as a result of superseding state or federal law.

20.3. So long as mutually agreed upon, nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property upon bases other than those set out in 20.2. In the absence of such mutual agreement by the Parties, any such amendment may not become effective earlier than the termination date of this Agreement.

Section 21: Releases. Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 22: Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Manager and the Director of Community Planning and Development. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such

notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 23: *Applicable Law and Attorneys' Fees.* This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action shall lie in Thurston Superior Court or the U.S. District Court for Western Washington in Tacoma.

Section 24: *Third Party Legal Challenge.* In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City and the Developer will each bear their own cost of defense and all expenses incurred in the defense of such actions, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation.

Section 25: *Specific Performance.* The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

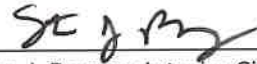
Section 26: *Severability.* If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the Resolution adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

LOW-INCOME HOUSING INSTITUTE (LIHI):

By 
Sharon Lee, Executive Director
Date: 2/17/2020

CITY OF OLYMPIA:

By 
Steven J. Burney, Interim City Manager
Date: 2/26/20

APPROVED AS TO FORM:

By 
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the 26th day of February 2020, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEVEN J. BURNEY, to me known to be the Interim City Manager of the CITY OF OLYMPIA, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute said instrument.

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



Connie J. Cobb

Signature

Print Name: CONNIE J. COBB

NOTARY PUBLIC in and for the State of Washington, residing at Olympia

My commission expires 10/29/22

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On the 14th day of February 2020, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Sharon Lee, to me known to be the Executive Director of the Low Income Housing Institute, a Washington non-profit corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said non-profit corporation for the uses and purposes therein mentioned and on oath states that she is authorized to execute said instrument.

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



Aaron D. Long

Signature

Print Name: Aaron D. Long

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

My commission expires 6/19/22

EXHIBIT "A"

UNIT A AND UNIT B OF AMENDED PLAT OF PRO-ARTS CONDOMINIUM, PHASE ONE, ACCORDING TO THE AMENDED PLAT RECORDED JANUARY 4, 1994 IN VOL. 3 OF CONDOMINIUMS, PAGES 92 AND 93, UNDER AUDITOR'S FILE NO. 9401040258, AND THE AMENDED DECLARATION OF CONDOMINIUM, RECORDED JANUARY 4, 1994 UNDER AUDITOR'S FILE NO. 9401040259.

IN THURSTON COUNTY, WASHINGTON..

EXHIBIT B

[Description of phases, to be included as part of Exhibit B along with site plans]

Phase 1

Reference **DA-1.1 – SITE PLAN - PHASE 1**, Exhibit B

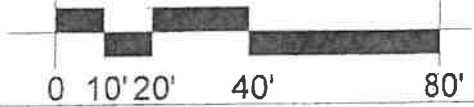
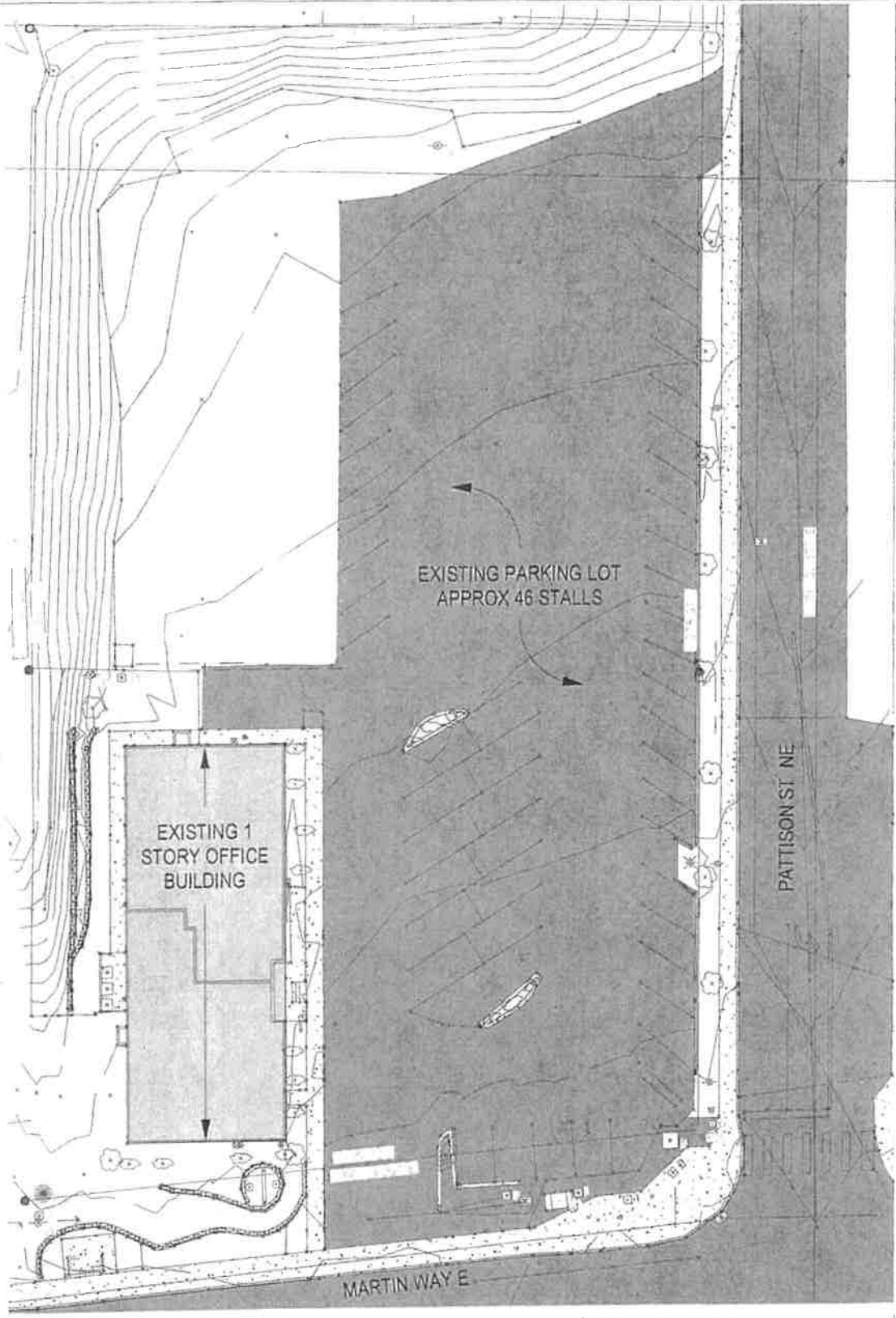
- Demolish surface parking area and stalls from Phase 1 build area. Maintain approximately 24 stalls in surface parking area to south. Add 4 new compact stalls to Phase 1 area.
- Construction of new building, consisting of approximately 65 low income dwelling units, and a homeless shelter for approximately 60 residents.
- Provide adequate Stormwater Management for both Phase 1 and 2 development.
- Provide trash/recycle enclosure to service both Phase 1 and Phase 2.
- Provide landscape improvements from the proposed Pattison Street driveway to the north of the site, including approximately 26 tree units as partial fulfillment of Urban Forestry requirements.
- Martin Way E - Maintain existing frontage, including sidewalk and planter strip.
- Provide full frontage improvements on entire Pattison St NE frontage per standard "Neighborhood Collector Street," drawing 4-21 in Exhibit C. Existing driveway access at the north of site on Pattison Street shall be removed, with a new driveway to be added mid-site, to establish new access between Phase 1 and Phase 2. Curb and channelization on Pattison Street NE from the recently completed intersection improvements for both future phases are included in Exhibit C on the sheet titled "Pattison Street NE Frontage Improvements."

Phase 2

Reference **DA-1.2 – SITE PLAN - PHASE 2**, Exhibit B

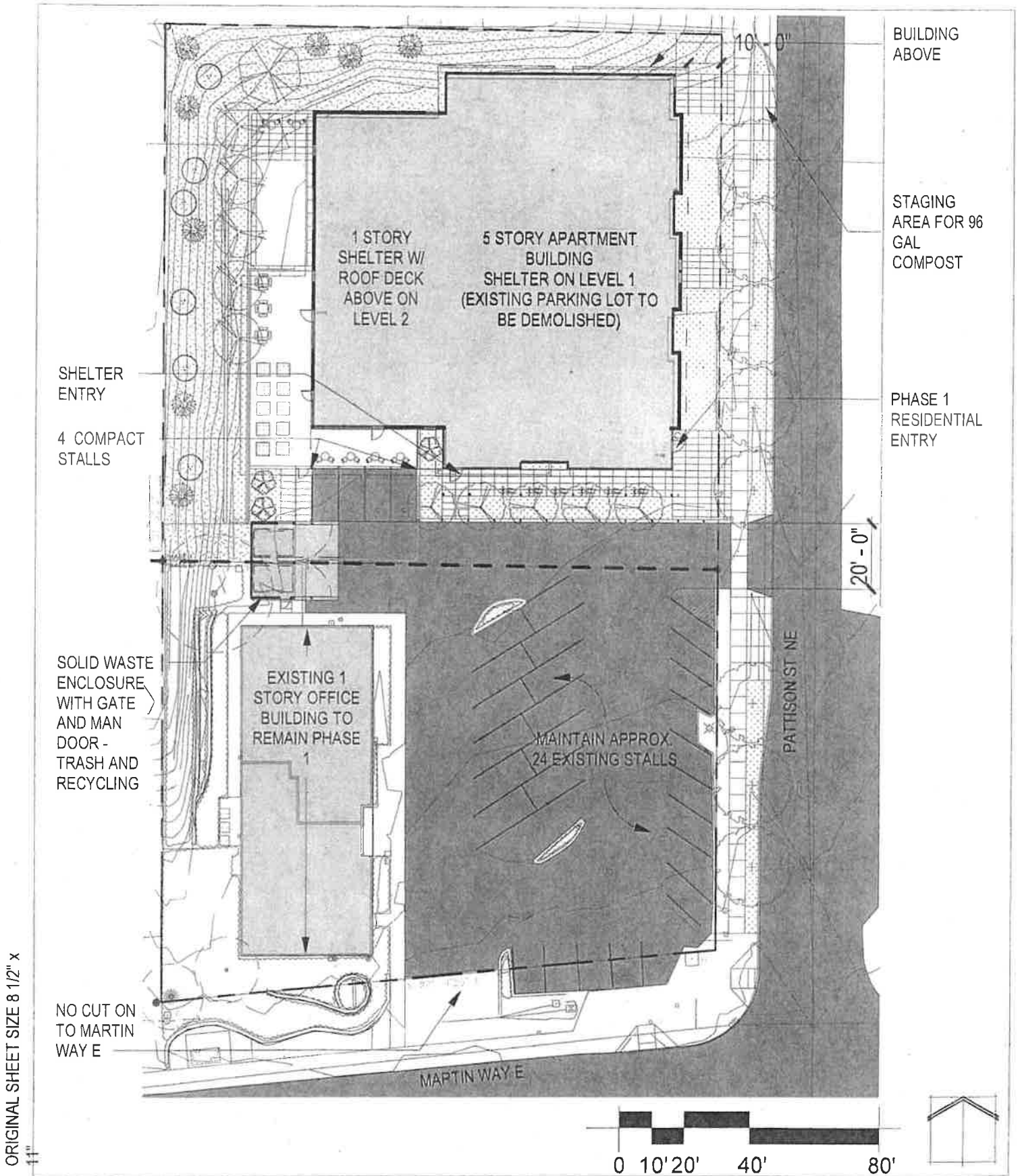
- Demolition of existing office building and associated parking lot.
- Construction of new building, consisting of approximately 47 low income dwelling units.
- Construction of new parking lot for approximately 13 additional stalls, for a total of 17 stalls, as established by the land use review process. The parties acknowledge this will require the Developer to apply for a parking modification that meets the criteria required by existing City land use regulations, which can be supported by the City.
- Provide landscape improvements for the remainder of the site, including any additional tree units required to fulfill Urban Forestry requirements.
- Provide full frontage improvements on Martin Way E per standard Arterial with bike lane drawing 4-2B in Exhibit C. Reuse and relocate existing bus structure to paved area within the Planting area B in City of Olympia "Arterial" Drawing 4-2B.

ORIGINAL SHEET SIZE 8 1/2" x 11"



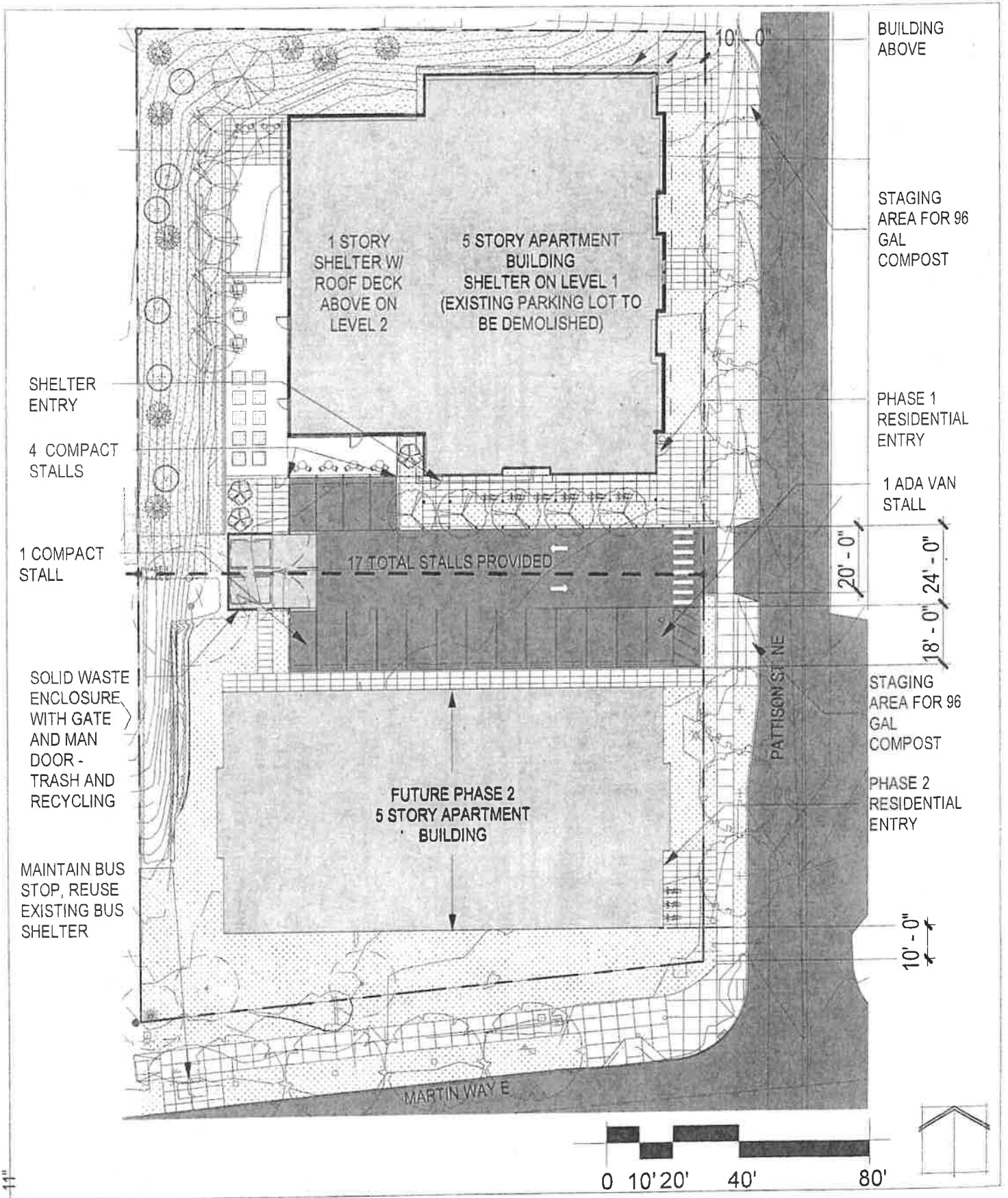
ENCORE
ARCHITECTS

2828 MARTIN WAY - PHASE 1
EXISTING SITE PLAN



ENCORE
ARCHITECTS

2828 MARTIN WAY - PHASE 1
SITE PLAN - PHASE 1

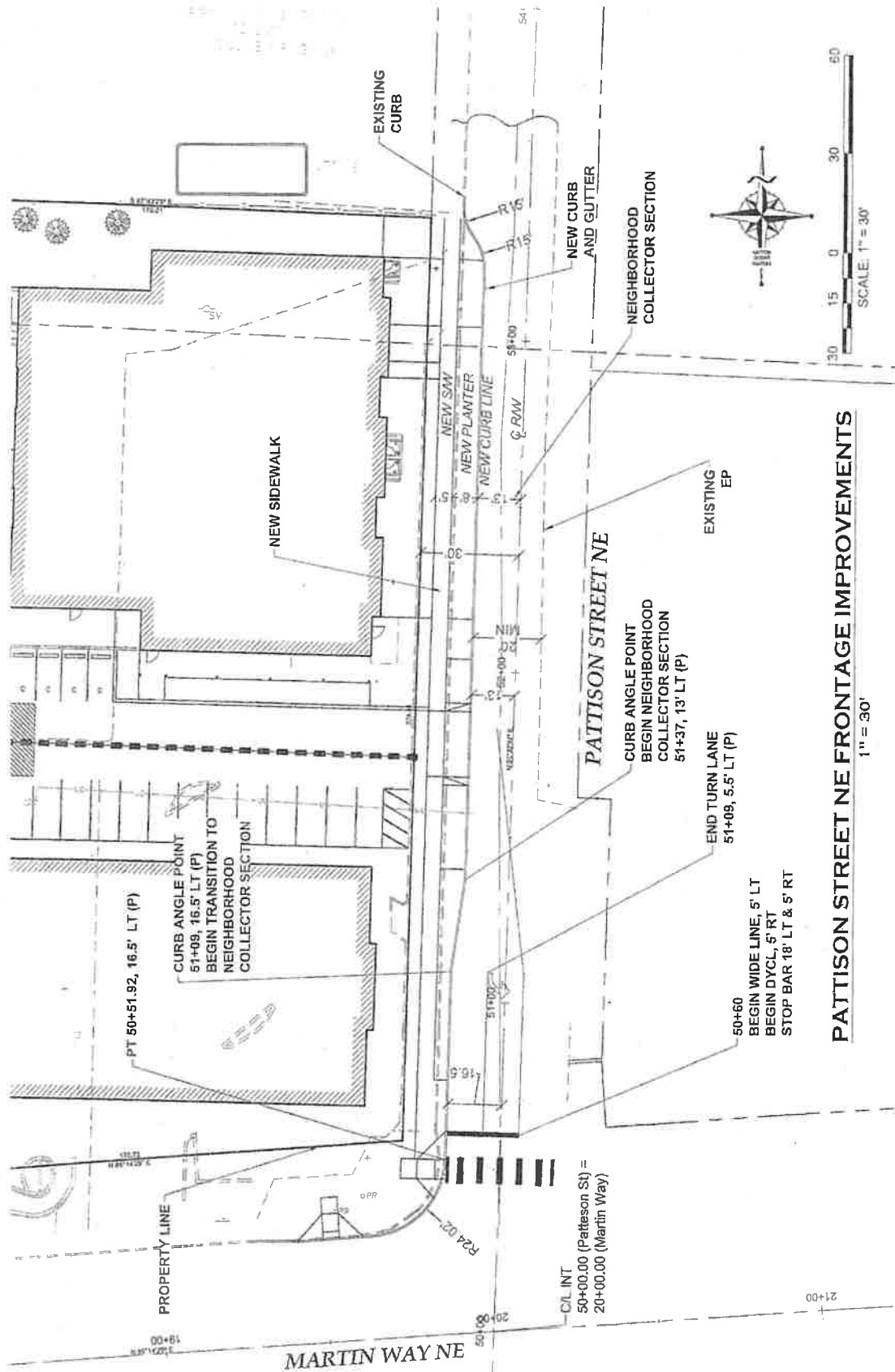


ORIGINAL SHEET SIZE 8 1/2" x 11"

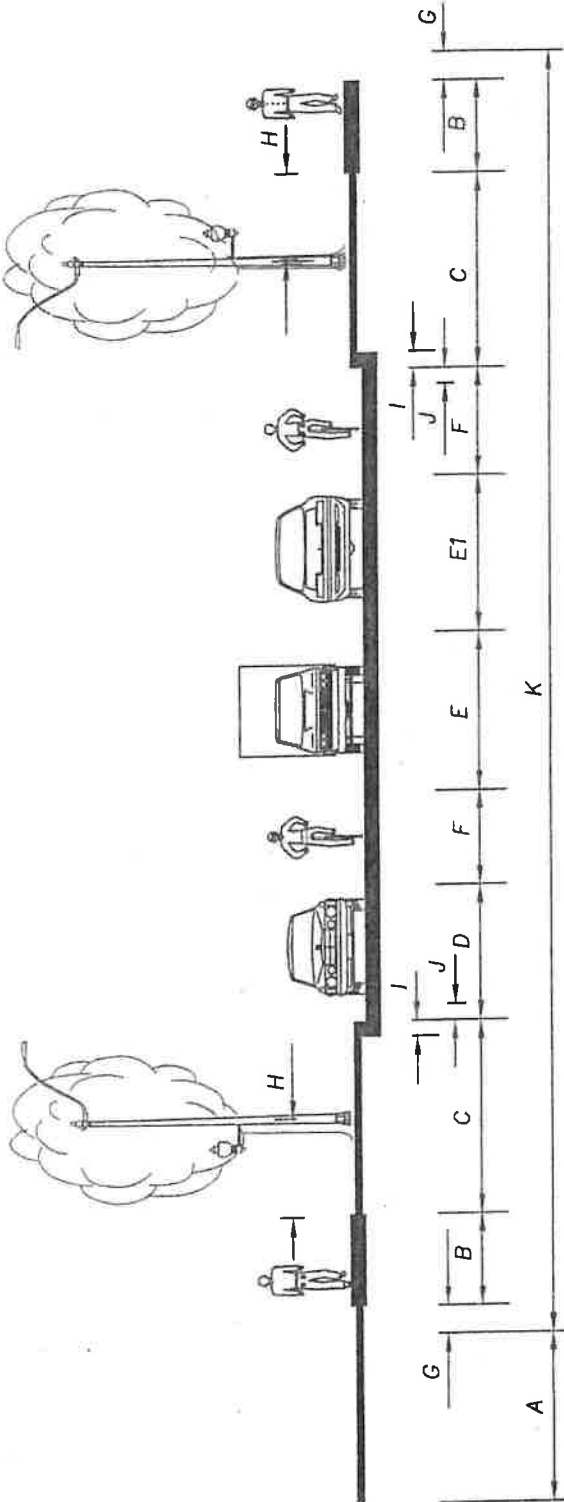
ENCORE
ARCHITECTS

2828 MARTIN WAY - PHASE 1
SITE PLAN - PHASE 2

EXHIBIT C

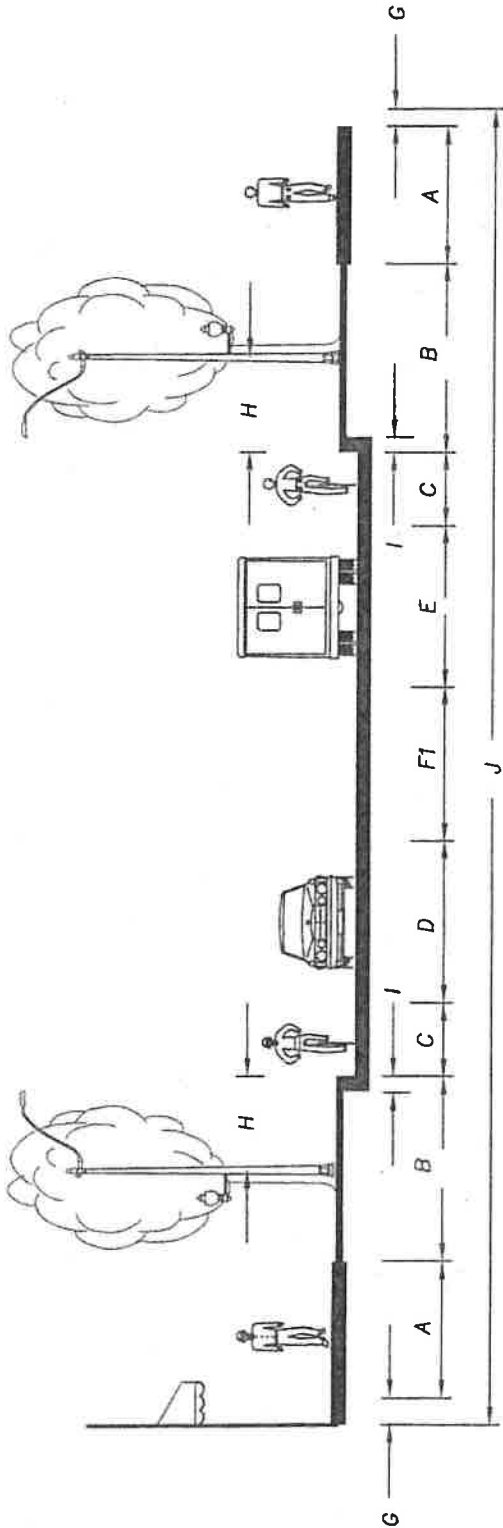


PATTISON STREET NE FRONTAGE IMPROVEMENTS
1" = 30'



DIMENSIONS = FEET

NUMBER OF LANES	EASEMENT		SIDEWALK		PLANTING		PARKING		LANE		BIKE LANE		R/W BEHIND SIDEWALK CLEAR ZONE		CURB		GUTTER*		RIGHT OF WAY	
	A	B	C	D	E	F	G	H	I	J	K	E1	F	G	H	I	J	K	J	K
2 LANES	10	5	8	7	10	0	1	4	0.5	1	54	9	0	1	4	0.5	1	1	54	54
2 LANES CLASS II*	10	5	8	7	10	5	1	4	0.5	1	64	10	5	1	4	0.5	1	1	64	64
2 LANES CLASS III*	10	5	8	7	14	0	2	4	0.5	1	64	14	0	2	4	0.5	1	1	64	64
A= PRIVATE UTILITY EASEMENT																				
*GUTTER NOT ALLOWED NEXT TO BIKE FACILITY																				
SEE STANDARD DRAWING 4-6A FOR MINIMUM STRUCTURAL DESIGN AND STREET CROSS SLOPE DESIGN																		ADT		
SEE MINIMUM STREET DESIGN STANDARDS TABLE FOR ADDITIONAL DESIGN ELEMENTS																		500-3,000		



DIMENSIONS = FEET

NUMBER OF LANES	SIDEWALK			PLANTING			BIKE LANE			LANE		LEFT TURN LANE		R/W BEHIND SIDEWALK		CLEAR ZONE		CURB		RIGHT OF WAY	
	A	B	C	D	E	F1	G	H	I	J	H	I	J	H	I	J	H	I	J		
2 LANES	8	10	5	10	10	0	1	5	0.5	68											
3 LANES	8	10	5	10	10	11	1	5	0.5	79											
4 LANES	8	10	5	10	10	0	1	5	0.5	88											
5 LANES	8	10	5	10	10	11	1	5	0.5	99											

SEE STANDARD DRAWING 4-6A FOR MINIMUM STRUCTURAL DESIGN AND STREET CROSS SLOPE DESIGN

SEE MINIMUM STREET DESIGN STANDARDS TABLE FOR ADDITIONAL DESIGN ELEMENTS

ADT
14,000-40,000

APPROVED BY	REVISED DATE	CITY OF OLYMPIA	STD. DWG. .NO.
FRAN R. EIDE, PE	8/10/2015	ARTERIAL	4-2B
CITY ENGINEER			

EXHIBIT E

Budget

EXHIBIT E

Form 1: Project Summary

Project Name: Martin Way Phase 2

Project Sponsor:

Sponsor Organization: Low Income Housing Institute (LIHI)

Project Contact Person: Steven Strickland, Real Estate Project Manager

Phone: 206-957-8055 Email: steven.strickland@lihi.org

Development Consultant (if applicable):

Firm: N/A

Consultant Name: N/A

Phone: N/A Email: N/A

Will the Development Consultant serve as the primary contact for the project? No

Name of Ownership Entity: TBD LLLP

Project Location

Primary Street Address: 2828 Martin Way E, Olympia, WA 98506

City: Olympia County: Thurston Zip: 98506

Legislative District: 22 Congressional District: 10

Census Tract: 103 Latitude: 47°02'47.9"N Longitude: 122°51'34.0"W

Tax Parcel ID# 69510000100; 69510000200

Project Activity (check all that apply)

- | | | |
|--|--|------------------------------------|
| Acquisition <input type="checkbox"/> | HUD/USDA Preservation <input type="checkbox"/> | Mixed Use <input type="checkbox"/> |
| Rehab <input type="checkbox"/> | Expiring Tax Credit Property <input type="checkbox"/> | Other <input type="checkbox"/> |
| New Construction <input checked="" type="checkbox"/> | Demolition/Redevelopment <input type="checkbox"/> | |
| Adaptive Reuse <input type="checkbox"/> | Mobile Home Park Preservation <input type="checkbox"/> | |

If Mixed Use or Other, please explain:

Total Sites in project

Total Units in Project

Form 2A: Building Information

Project Name: Martin Way Phase 2

Building ID#/Name	Building Address (Street)	Building Address (City)	Building Type	Building Activity	Year building received original Certificate of Occupancy	Expected Placed-In-Service Date (MM/DD/YY)
Martin Way Phase 2	2828 Martin Way E	Olympia	Mid-Rise (4-6 floors w elevator)	New Construction	N/A	5/31/2023

Building ID#/Name	Beds	SRO	Studio	1 BR	2 BR	3 BR	4 BR	5+ BR	TOTAL UNITS	Low-Income Units	Market Rate Units	Common Area Units	TOTAL UNITS
Martin Way Phase 2			40	23					63	63	0	1	64
									0				0
									0				0
									0				0
									0				0
									0				0
									0				0
									0				0
									0				0
									0				0
									0				0
									0				0
									0				0
									0				0
									0				0
									0				0
									0				0
									0				0
Total Units	0	0	40	23	0	0	0	0	63	63	0	1	64

Definitions

Bed: a sleeping space provided to a single individual. All food preparation and sanitary facilities are shared.

SRO: A single-room unit which includes permanent provisions for living, eating and either sanitation or kitchen facilities *but not both*.

Unit, Studio: A single-room unit which includes permanent food preparation and sanitation facilities.

Unit, 1BR -5+BR: Residential living quarters that are separate and distinct from each other and which contain complete and separate kitchen and restroom facilities in each unit.

Evergreen Sustainable Development Standard v3.0 Checklist

Overall Total Points Selected 59

Project Name: Martin Way Phase 2

Site Region: Urban

Site Activity: New Construction

Design Element: Integrative Process

Criterion #	Criterion Title	Requirement Type/Optional Points	Points
1.1A	Integrative Process & Green Development Plan	Mandatory	x
1.1B	Integrative Process - Advanced Tools	0,2,4,6,8 or 10	0
1.2	Universal Design	up to 3	0
1.3A	Performance Verification	Mandatory	x
1.3B	Commissioning	up to 12 (2 point increments)	0
1.4	Socially Sustainable Living Patterns	0,3 or 6	3
Section 1 SUBTOTAL			3

Design Element: Location & Neighborhood Fabric

Criterion #	Criterion Title	Requirement Type/Optional Points	Points
2.1	Site Protection	Mandatory	x
2.2	Connections to Existing Development & Infrastructure	Mandatory	x
2.3	Compact Development	Mandatory	x
2.4	Maximizing Density	0 or 5	5
2.5	Access to Services & Public Transportation	Mandatory, +5	5
2.6	Preservation of & Access to Open Space	Mandatory	x
2.7A	Walkable Neighborhoods-Sidewalks & Pathways	Mandatory	x
2.7B	Walkable neighborhoods - Connections to Surrounding Neighborhood	0,3 or 5 -Tribal Only	n/a
2.8	Improving Connectivity to the Community	0 or 2	0
2.9	Greyfield, Brownfield or Adaptive Reuse Site	0 or 5	5
2.10	Access to Fresh, Local Foods	0 or 3	0
Section 2 SUBTOTAL			15

Design Element: Site Improvements

Criterion #	Criterion Title	Requirement Type/Optional Points	Points
3.1	Environmental Remediation	Mandatory	x
3.2	Erosion & Sedimentation Control	Mandatory	x
3.3a	Landscaping	Mandatory, if providing Landscaping	x
3.3b	Landscaping	0 or 5	5
3.3c	Landscaping-Significant Trees	up to 5	0
3.4	Efficient Irrigation	Mandatory, if installing irrigation	x
3.5	Surface Water Management	0,2,4 or 6	0
3.6	Storm Drain Labels	Mandatory	x
Section 3 SUBTOTAL			5

Design Element: Water Conservation

Criterion #	Criterion Title	Requirement Type/Optional Points	Points
4.1A	Water-Conserving Fixtures	Mandatory	x
4.1B	Advanced Water-Conserving Fixtures	up to 6, must also achieve 4.4	4
4.2	Water Metering	0 or 2	2
4.3	Water Reuse	0,1,2,4,6,8,10 or 12	0
4.4	Efficient Plumbing Layout & Design	0 or 7	7
Section 4 SUBTOTAL			13

Design Element: Energy Efficiency

Criterion #	Criterion Title	Requirement Type/Optional Points	Points
5.1A	Building Performance Standard - New Construction	Mandatory	x
5.1B	Building Performance Standard - Rehab	n/a	

Form 2B: Square Footage Details

Project Name: Martin Way Phase 2

Building #	RESIDENTIAL								NON-RESIDENTIAL		TOTAL
	# of Floors	Low-Income Units	Common Area/ Manager Units	Market Rate Units	Common Area for Residential Services	Other Common Area	Structured Residential Parking	Total Residential Gross Square Footage	# of floors	Gross Square Footage	Total Gross Square Footage
Martin Way Phase 2	5	34,657	632	0	4,709	4,893	0	44,891	0	0	44,891
0								0			0
0								0			0
0								0			0
0								0			0
0								0			0
0								0			0
0								0			0
0								0			0
0								0			0
0								0			0
0								0			0
0								0			0
0								0			0
0								0			0
Total:		34,657	632	0	4,709	4,893	0	44,891		0	44,891

5.2A	Additional Reduction in Energy Use - New Construction	5 to 25 (5 point increments)	0
5.2B	Additional Reduction in Energy Use - Rehab	n/a	
5.3	Shading for South Facing Windows	0,1,2,3 or 4	0
5.4	EnergyStar Appliances	Mandatory, if providing appliances	x
5.5	Central Laundry	0 or 3	3
5.6	Efficient Lighting	Mandatory	x
5.7A	Electricity Meter - New Construction	Mandatory	x
5.7B	Electricity Meter - Rehab	n/a	
5.8A	Renewable Energy	n/a	
5.8B	Photovoltaic/Solar Hot Water Ready	0 or 1	0
5.8C	Solar Water Heating	n/a	
5.9	Domestic Water Heating	Mandatory	x
5.10	Domestic Water Heating	n/a	
5.11	Performance Tested Building Air Sealing	n/a	
5.12	Performance Tested Duct Sealing	n/a	
5.13	Space Heating & Cooling Equipment Replacement	n/a	
Section 5 SUBTOTAL			3

Design Element: Materials

Criterion #	Criterion Title	Requirement Type/Optional Points	Points
6.1	Low/No VOC Paints & Primers	Mandatory	x
6.2	Low/No VOC Adhesives & Sealants	Mandatory	x
6.3	Construction Waste Management	up to 5	5
6.4	Environmentally Preferable Materials	up to 10 (0.5 increments)	0
6.5A	Reduced Heat-Island Effect: Roofing	0 or 2	0
6.5B	Reduced Heat-Island Effect: Paving	0 or 2, if paving	0
6.6	Socially Sustainable Products	up to 3	0
Section 6 SUBTOTAL			5

Design Element: Healthy Living Environment

Criterion #	Criterion Title	Requirement Type/Optional Points	Points
7.1	Composite Wood Products that Emit Low/No Formaldehyde	Mandatory	x
7.2A	Healthy Flooring Materials	Mandatory, if providing flooring materials	x
7.2B	Healthy Flooring Materials	0 or 6	
7.3A	Exhaust Fans-Bathroom	Mandatory	x
7.3B	Exhaust Fans-Bathroom	n/a	
7.4A	Exhaust Fans-Kitchen	Mandatory	x
7.4B	Exhaust Fans-Kitchen	n/a	
7.5	Ventilation	Mandatory	x
7.6	Clothes Dryer Exhaust	Mandatory	x
7.7	Combustion Equipment	Mandatory	x
7.8	Mold Prevention: Surfaces	Mandatory	x
7.9	Mold Prevention: Tub & Shower Enclosures	Mandatory	x
7.10	Vapor Barrier Strategies	Mandatory	x
7.11	Radon Mitigation	Mandatory	x
7.12	Water Drainage	Mandatory	x
7.13A	Enhanced Building Envelope Design	Mandatory	x
7.13B	Enhanced Building Envelope Design	0,2,3,4,5,6,7 or 8	8
7.14	Garage Isolation	Mandatory	x
7.15	Integrated Pest Management	Mandatory	x
7.16	Lead-Safe Work Practices	Mandatory	x
7.17	Smoke-Free Bulding	Mandatory	x
Section 7 SUBTOTAL			8

Design Element: Operations, Maintenance & Resident Management

Criterion #	Criterion Title	Requirement Type/Optional Points	Points
8.1A	Building Maintenance Manual & Unit Turnover Plan	Mandatory	x
8.1B	O&M Instructions for Maintenance Staff	0 or 7	7

8.2	Emergency Management Plan	Mandatory for Multifamily Projects	x
8.3	Resident Manual & Orientation Example	Mandatory	x
8.4	Project Data Collection	0,3,5 or 8	0
8.5	Educational Signage	Mandatory	x
Section 8 SUBTOTAL			7

Thresholds
 In order to ensure that your project will pass the threshold for the Evergreen Sustainable Development Standard, we advise building in a "cushion" of 5-10 points above what is required.

New Construction projects must achieve 50 points
Rehab - Moderate and **Rehab - Substantial** projects must achieve 40 points

Section 1	3	
Section 2	15	
Section 3	5	
Section 4	13	
Section 5	3	
Section 6	5	
Section 7	8	
Section 8	7	
Overall Checklist Total		59

Form 4: Relocation Budget

Project Name: Martin Way Phase 2

Activities	Cost per Household/Business	Number to be Assisted	Budget	Notes
Relocation rental/purchase assistance by size of unit to be replaced				
Select...			\$ -	N/A
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Temporary Moving Expenses			\$ -	
Permanent Moving Expenses			\$ -	
Replacement cost for business			\$ -	
Advisory services			\$ -	
Other Activities			\$ -	
Total		0	\$ -	

In the space below, provide detail on the indicated Other Activities

N/A.

Form 5: Project Schedule

Project Name: Martin Way Phase 2

Category	Tasks	Date Completed or Expected Complete	Notes / Status
Site Control	Purchase and Sale Agreement / Option		N/A - Site owned by Developer.
Site Control	Maximum Extensions		N/A - Site owned by Developer.
Site Control	Closing		N/A - Site owned by Developer.
Feasibility/Due Diligence	Site survey	7/2/2021	
Feasibility/Due Diligence	Market study	7/2/2021	
Feasibility/Due Diligence	Phase I Environmental Assessment	7/2/2021	
Feasibility/Due Diligence	Phase 2 Environmental Assessment		N/A - no Phase 2 needed.
Feasibility/Due Diligence	SEPA	3/31/2022	
Feasibility/Due Diligence	NEPA Clearance	3/31/2022	
Feasibility/Due Diligence	Choice Limiting Actions Clearance	3/31/2022	
Feasibility/Due Diligence	Capital needs assessment		N/A - not a rehab project.
Feasibility/Due Diligence	Neighborhood notification (if required)	3/31/2022	
Feasibility/Due Diligence	Relocation of existing tenants		N/A - no relocation involved.
Relocation	Planning and budget		N/A - no relocation involved.
Relocation	Initiation of negotiations		N/A - no relocation involved.
Relocation	GIN's delivered to tenants		N/A - no relocation involved.
Relocation	Advisory services to tenants		N/A - no relocation involved.
Relocation	Notice of Eligibility to tenants		N/A - no relocation involved.
Relocation	Notice of Non-displacement to tenants		N/A - no relocation involved.
Relocation	90 day notice to tenants		N/A - no relocation involved.
Relocation	Tenant move out		N/A - no relocation involved.
Financing	Appraisal		N/A - no site acquisition funding requested.
Financing	Financial underwriting	1/14/2022	
Financing	Application for funding (City of Olympia):	2/25/2021	
Financing	Application for funding (Thurston Co.):	3/31/2021	
Financing	Application for funding (State HTF):	9/30/2021	
Financing	Application for funding (9% LIHTC Equity):	9/30/2021	
Financing	Application for Service funding		N/A - no service funding requested.
Financing	Construction cost estimate	7/2/2021	
Financing	Lender selection	1/14/2022	
Financing	Investor Selected	1/14/2022	
Financing	Funding for services awarded		N/A - no service funding requested.
Financing	Award date for funding source (City of Olym	3/22/2021	
Financing	Award date for funding source (Thurston Co	4/29/2021	
Financing	Award date for funding source (State HTF):	12/23/2021	
Financing	Award date for funding source (9% LIHTC E	12/23/2021	
Financing	Award date for Service Funding/Commitment		N/A - no service funding requested.
Financing	Capital Finance Closing	4/28/2022	
Financing	Permanent Financing Conversion	11/30/2023	
Financing	Final Equity Pay-In (LIHTC projects)	11/30/2023	
Design/Permitting	Preliminary drawings completed	2/19/2021	
Design/Permitting	Zoning approval	7/2/2021	
Design/Permitting	Site plan approval	7/2/2021	
Design/Permitting	Schematic Design Completed	7/2/2021	
Design/Permitting	Design Development Completed	11/19/2021	
Design/Permitting	Construction Documents Completed	1/14/2022	
Design/Permitting	Building permit application submitted	1/14/2022	
Design/Permitting	Building permits issued	3/31/2022	
Design/Permitting	Submit Evergreen Project Plan	3/31/2022	
Design/Permitting	Final Plans and Specs Completed	3/31/2022	
Construction	Selection of general contractor	1/14/2022	
Construction	Begin Construction	4/29/2022	
Construction	Issued certificate of occupancy	5/31/2023	
Occupancy	Selection of management entity	2/1/2021	
Occupancy	Selection of service providers	2/1/2021	
Occupancy	Begin lease-up	2/28/2023	
Occupancy	100% lease-up	8/31/2023	

Occupancy	Placed in service - 1st Building	5/31/2023
Occupancy	Placed in service - Last Building	5/31/2023
Occupancy	Evergreen Sustainable Development Standard Occupancy Manual Approval	5/31/2023
Occupancy	Qualified Occupancy	5/31/2023
Occupancy	Projected First LIHTC Year start	5/31/2023
Occupancy	Service Funding Starts	5/31/2023

Form 6A: Development Budgets

Project Name: Martin Way Phase 2

Date of Budget

% Total Project Cost	Total Project Cost	Residential total	RESIDENTIAL						NON-RESIDENTIAL		
			Source:	Source:	Source:	Source:	Source:	Source:	non-residential total	Source:	Source:
			9% LIHTC Equity	State HTF	City of Olympia	Thurston County					

Acquisition Costs:

Land	0%		\$ -								\$ -		
Existing Structures	0%		\$ -								\$ -		
Liens	0%		\$ -								\$ -		
Closing, Title & Recording Costs	0%	\$ 7,500	\$ 7,500	\$ 7,500							\$ -		
Extension payment	0%		\$ -								\$ -		
Other: <input type="text"/>	0%		\$ -								\$ -		
SUBTOTAL	0%	\$ 7,500	\$ 7,500	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Construction:

Demolition	0%	\$ 20,000	\$ 20,000	\$ 20,000							\$ -		
New Building	67%	\$ 12,500,000	\$ 12,500,000	\$ 8,400,000	\$ 3,000,000	\$ 700,000	\$ 400,000				\$ -		
Rehabilitation	0%		\$ -								\$ -		
Contractor Profit	0%		\$ -								\$ -		
Contractor Overhead	0%		\$ -								\$ -		
New Construction Contingency <input type="text" value="3%"/>	2%	\$ 420,000	\$ 420,000	\$ 420,000							\$ -		
Rehab Contingency <input type="text" value="0%"/>	0%		\$ -								\$ -		
Accessory Building	0%		\$ -								\$ -		
Site Work / Infrastructure	0%		\$ -								\$ -		
Off site Infrastructure	0%		\$ -								\$ -		
Environmental Abatement - Building	0%	\$ 20,000	\$ 20,000	\$ 20,000							\$ -		
Environmental Abatement - Land	0%	\$ 25,000	\$ 25,000	\$ 25,000							\$ -		
Sales Tax	4%	\$ 829,080	\$ 829,080	\$ 829,080							\$ -		
Bond Premium	0%		\$ -								\$ -		
Equipment and Furnishings	1%	\$ 100,000	\$ 100,000	\$ 100,000							\$ -		
Other: <input type="text"/>	0%		\$ -								\$ -		
SUBTOTAL	75%	\$ 13,914,080	\$ 13,914,080	\$ 9,814,080	\$ 3,000,000	\$ 700,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Soft Costs:

Buyer's Appraisal	0%		\$ -								\$ -		
Market Study	0%	\$ 10,000	\$ 10,000	\$ 10,000							\$ -		
Architect	4%	\$ 750,000	\$ 750,000	\$ 750,000							\$ -		
Engineering	0%		\$ -								\$ -		
Environmental Assessment	0%	\$ 10,000	\$ 10,000	\$ 10,000							\$ -		
Geotechnical Study	0%	\$ 20,000	\$ 20,000	\$ 20,000							\$ -		
Boundary & Topographic Survey	0%	\$ 25,000	\$ 25,000	\$ 25,000							\$ -		

Form 6A: Development Budgets

Project Name: Martin Way Phase 2

Date of Budget: 2.24.2020

	% Total Project Cost	Total Project Cost	Residential total	RESIDENTIAL						NON-RESIDENTIAL			
				Source:	Source:	Source:	Source:	Source:	Source:	non-residential total	Source:	Source:	
				9% LIHTC Equity	State HTF	City of Olympia	Thurston County						
Legal - Real Estate	0%	\$ 25,000	\$ 25,000	\$ 25,000							\$ -		
Developer Fee	7%	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000							\$ -		
Project Management / Dev. Consultant Fees	0%		\$ -								\$ -		
Other Consultants	0%	\$ 50,000	\$ 50,000	\$ 50,000							\$ -		
Soft Cost Contingency	0%	\$ 70,000	\$ 70,000	\$ 70,000							\$ -		
Other: Acoustical/Bldg. Envelope	0%	\$ 70,000	\$ 70,000	\$ 70,000							\$ -		
SUBTOTAL	12%	\$ 2,330,000	\$ 2,330,000	\$ 2,330,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pre-Development / Bridge Financing													
Bridge Loan Fees	0%		\$ -								\$ -		
Bridge Loan Interest	0%		\$ -								\$ -		
SUBTOTAL	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Financing													
Construction Loan Fees	0%	\$ 80,000	\$ 80,000	\$ 80,000							\$ -		
Construction Loan Expenses	0%	\$ 70,000	\$ 70,000	\$ 70,000							\$ -		
Construction Loan Legal	0%	\$ 70,000	\$ 70,000	\$ 70,000							\$ -		
Construction Period Interest	1%	\$ 140,000	\$ 140,000	\$ 140,000							\$ -		
Lease-up Period Interest	1%	\$ 160,000	\$ 160,000	\$ 160,000							\$ -		
SUBTOTAL	3%	\$ 520,000	\$ 520,000	\$ 520,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Permanent Financing													
Permanent Loan Fees	0%		\$ -								\$ -		
Permanent Loan Expenses	0%	\$ 25,000	\$ 25,000	\$ 25,000							\$ -		
Permanent Loan Legal	0%		\$ -								\$ -		
LIHTC Fees	1%	\$ 145,000	\$ 145,000	\$ 145,000							\$ -		
LIHTC Legal	1%	\$ 160,000	\$ 160,000	\$ 160,000							\$ -		
LIHTC Owners Title Policy	0%	\$ 27,500	\$ 27,500	\$ 27,500							\$ -		
State HTF Fees	0%	\$ 60,000	\$ 60,000	\$ 60,000							\$ -		
Other:	0%		\$ -								\$ -		
SUBTOTAL	2%	\$ 417,500	\$ 417,500	\$ 417,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capitalized Reserves													
Operating Reserves	1%	\$ 250,000	\$ 250,000	\$ 250,000							\$ -		
Replacement Reserves	0%	\$ 22,400	\$ 22,400	\$ 22,400							\$ -		
Other:	0%		\$ -								\$ -		
SUBTOTAL	1%	\$ 272,400	\$ 272,400	\$ 272,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Form 6A: Development Budgets

Project Name: Martin Way Phase 2

Date of Budget

% Total Project Cost	Total Project Cost	Residential total	RESIDENTIAL						NON-RESIDENTIAL		
			Source:	Source:	Source:	Source:	Source:	Source:	non-residential total	Source:	Source:
			9% LIHTC Equity	State HTF	City of Olympia	Thurston County					

Other Development Costs

Real Estate Tax	0%	\$ 12,500	\$ 12,500	\$ 12,500							\$ -		
Insurance	1%	\$ 200,000	\$ 200,000	\$ 200,000							\$ -		
Relocation (from Form 4)	0%	\$ -	\$ -	\$ -							\$ -		
Bidding Costs	0%	\$ 7,500	\$ 7,500	\$ 7,500							\$ -		
Permits, Fees & Hookups	4%	\$ 813,000	\$ 813,000	\$ 813,000							\$ -		
Impact/Mitigation Fees	0%		\$ -								\$ -		
Development Period Utilities	0%	\$ 25,000	\$ 25,000	\$ 25,000							\$ -		
Nonprofit Donation	0%	\$ 25,000	\$ 25,000	\$ 25,000							\$ -		
Accounting/Audit	0%	\$ 15,000	\$ 15,000	\$ 15,000							\$ -		
3 rd Party Certification of final development cost		\$ 15,000	\$ 15,000	\$ 15,000							\$ -		
Marketing/Leasing Expenses	0%	\$ 15,000	\$ 15,000	\$ 15,000							\$ -		
Carrying Costs at Rent up/Lease Up Reserve	0%	\$ 75,000	\$ 75,000	\$ 75,000							\$ -		
SUBTOTAL	6%	\$ 1,203,000	\$ 1,203,000	\$ 1,203,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Development Cost:		\$ 18,664,480	\$ 18,664,480								\$ -		
Total Sources:		\$ 18,664,480	\$ 18,664,480	\$ 14,564,480	\$ 3,000,000	\$ 700,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Form 6B: Development Budget Details

Project Name: Martin Way Phase 2

RESIDENTIAL	
Residential Total	Explanation (Be as specific as possible and include any deviations from the cost estimate)

Acquisition Costs:

Land	\$ -	
Existing Structures	\$ -	
Liens	\$ -	
Closing, Title & Recording Costs	\$ 7,500	Based on Martin Way Phase 1 costs and anticipated boundary lot adjustment-related costs.
Extension payment	\$ -	
Other	\$ -	

Construction:

Demolition	\$ 20,000	Based on LIHI's Othello Park demolition cost (2020).
New Building	\$ 12,500,000	Based on Martin Way Phase 1 cost and cost of other recent LIHI projects.
Rehabilitation	\$ -	
Contractor Profit	\$ -	
Contractor Overhead	\$ -	
New Construction Contingency	\$ 420,000	5% of the New Building amount.
Rehab Contingency	\$ -	
Accessory Building	\$ -	
Site Work / Infrastructure	\$ -	
Off site Infrastructure	\$ -	
Environmental Abatement - Building	\$ 20,000	Based on LIHI's Othello Park abatement cost (2020). ☒
Environmental Abatement - Land	\$ 25,000	Based on LIHI's Othello Park abatement cost (2020). ☒
Sales Tax	\$ 829,080	9.4% of the New Building and New Construction Contingency Amounts.
Bond Premium	\$ -	
Equipment and Furnishings	\$ 100,000	Based on cost for multiple prior LIHI projects.
Other Construction Costs	\$ -	

Soft Costs:

Buyer's Appraisal	\$ -	
Market Study	\$ 10,000	Based on Martin Way Phase 1 cost.
Architect	\$ 750,000	Based on Martin Way Phase 1 cost and cost of other recent LIHI projects.
Engineering	\$ -	
Environmental Assessment	\$ 10,000	Based on Martin Way Phase 1 cost.
Geotechnical Study	\$ 20,000	Based on Martin Way Phase 1 cost.
Boundary & Topographic Survey	\$ 25,000	Based on Martin Way Phase 1 cost.
Legal - Real Estate	\$ 25,000	Based on Martin Way Phase 1 cost and anticipated boundary lot adjustment-related costs.
Developer Fee	\$ 1,300,000	Based on estimate of approx. 8% of Adjusted TDC.
Project Management / Dev. Consultant Fees	\$ -	
Other Consultants	\$ 50,000	Based on Martin Way Phase 1 cost.
Soft Cost Contingency	\$ 70,000	3% of Soft Costs.
Other	\$ 70,000	Based on cost for multiple prior LIHI projects.

Pre-Development / Bridge Financing

Bridge Loan Fees	\$ -	
Bridge Loan Interest	\$ -	

Construction Financing

Construction Loan Fees	\$ 80,000	Based on Martin Way Phase 1 cost.
Construction Loan Expenses	\$ 70,000	Based on Martin Way Phase 1 cost.
Construction Loan Legal	\$ 70,000	Based on Martin Way Phase 1 cost.
Construction Period Interest	\$ 140,000	Based on Martin Way Phase 1 cost.
Lease-up Period Interest	\$ 160,000	Based on Martin Way Phase 1 cost.

Permanent Financing

Permanent Loan Fees	\$ -	Based on Martin Way Phase 1 cost.
Permanent Loan Expenses	\$ 25,000	Based on Martin Way Phase 1 cost.
Permanent Loan Legal	\$ -	Based on Martin Way Phase 1 cost.

Form 6B: Development Budget Details

Project Name: Martin Way Phase 2

RESIDENTIAL		
Residential Total	Explanation (Be as specific as possible and include any deviations from the cost estimate)	
LIHTC Fees	\$ 145,000	WSHFC LIHTC Application Fee (\$26 per 64 units = \$1664, plus estimate of WSHFC Credit Reservation Fee (9.5% of approx. first-
LIHTC Legal	\$ 160,000	Based on Martin Way Phase 1 cost.
LIHTC Owners Title Policy	\$ 27,500	Based on Martin Way Phase 1 cost.
State HTF Fees	\$ 60,000	State HTF Fees (2% x \$3,000,000 = \$60,000).
Other	\$ -	

Capitalized Reserves

Operating Reserves	\$ 250,000	6 months of operating expenses.
Replacement Reserves	\$ 22,400	\$350 per unit.
Other Reserves	\$ -	

Other Development Costs

Real Estate Tax	\$ 12,500	Based on cost for multiple prior LIHI projects.
Insurance	\$ 200,000	Based on Martin Way Phase 1 cost and recent increase in insurance costs.
Relocation	\$ -	
Bidding Costs	\$ 7,500	Based on cost for multiple prior LIHI projects.
Permits, Fees & Hookups	\$ 813,000	Based on Martin Way Phase 1 cost.
Impact/Mitigation Fees	\$ -	
Development Period Utilities	\$ 25,000	Based on cost for multiple prior LIHI projects.
Nonprofit Donation	\$ 25,000	WSHFC Nonprofit Donation Amount.
Accounting/Audit	\$ 15,000	Based on cost for multiple prior LIHI projects.
3 rd Party Certification of final development cost	\$ 15,000	Based on cost for multiple prior LIHI projects.
Marketing/Leasing Expenses	\$ 15,000	Based on cost for multiple prior LIHI projects.
Carrying Costs at Rent up/ Lease Up Reserve	\$ 75,000	Based on cost for multiple prior LIHI projects.

Form 6C: LIHTC Budget (Basis Calculation)

Project Name: Martin Way Phase 2

R E S I D E N T I A L		
Total Residential Project Cost	Eligible Basis	
	Acquisition	New Construction / Rehab

Acquisition Costs:

Land	\$ -		
Existing Structures	\$ -		
Liens	\$ -		
Closing, Title & Recording Costs	\$ 7,500		
Extension payment	\$ -		
Other: <input type="text"/>	\$ -		
SUBTOTAL	\$ 7,500	\$ -	\$ -

Construction:

Demolition	\$ 20,000		\$ 20,000
New Building	\$ 12,500,000		\$ 12,500,000
Rehabilitation	\$ -		\$ -
Contractor Profit	\$ -		\$ -
Contractor Overhead	\$ -		\$ -
New Construction Contingency	\$ 420,000		\$ 420,000
Rehab Contingency	\$ -		\$ -
Accessory Building	\$ -		\$ -
Site Work / Infrastructure	\$ -		\$ -
Off site Infrastructure	\$ -		\$ -
Environmental Abatement (Building)	\$ 20,000		\$ 20,000
Environmental Abatement (Land)	\$ 25,000		\$ 25,000
Sales Tax	\$ 829,080		\$ 829,080
Bond Premium	\$ -		\$ -
Equipment and Furnishings	\$ 100,000		\$ 100,000
Other: <input type="text"/>	\$ -		\$ -
SUBTOTAL	\$ 13,914,080	\$ -	\$ 13,914,080

Soft Costs:

Buyer's Appraisal	\$ -		
Market Study	\$ 10,000		\$ 10,000
Architect	\$ 750,000		\$ 750,000
Engineering	\$ -		\$ -
Environmental Assessment	\$ 10,000		\$ 10,000
Geotechnical Study	\$ 20,000		\$ 20,000
Boundary & Topographic Survey	\$ 25,000		\$ 25,000
Legal - Real Estate	\$ 25,000		\$ 25,000
Developer Fee	\$ 1,300,000		\$ 1,300,000

Form 6C: LIHTC Budget (Basis Calculation)

Project Name: Martin Way Phase 2

	RESIDENTIAL		
	Total Residential Project Cost	Eligible Basis	
		Acquisition	New Construction / Rehab
Project Management / Dev Consultant Fees	\$ -		\$ -
Other Consultants	\$ 50,000		\$ 50,000
Soft Cost Contingency	\$ 70,000		\$ 70,000
Other: <input type="text" value="Acoustical/Bldg. Envelope"/>	\$ 70,000		\$ 70,000
SUBTOTAL	\$ 2,330,000	\$ -	\$ 2,330,000

Pre-Development / Bridge Financing

Bridge Loan Fees	\$ -		
Bridge Loan Interest	\$ -		
SUBTOTAL	\$ -	\$ -	\$ -

Construction Financing

Construction Loan Fees	\$ 80,000		\$ 80,000
Construction Loan Expenses	\$ 70,000		\$ 70,000
Construction Loan Legal	\$ 70,000		\$ 70,000
Construction Period Interest	\$ 140,000		\$ 140,000
Lease-up Period Interest	\$ 160,000		
SUBTOTAL	\$ 520,000	\$ -	\$ 360,000

Permanent Financing

Permanent Loan Fees	\$ -		
Permanent Loan Expenses	\$ 25,000		
Permanent Loan Legal	\$ -		
LIHTC Fees	\$ 145,000		
LIHTC Legal	\$ 160,000		
LIHTC Owners Title Policy	\$ 27,500		
State HTF Fees	\$ 60,000		
Other: <input type="text"/>	\$ -		
SUBTOTAL	\$ 417,500	\$ -	\$ -

Capitalized Reserves

Operating Reserves	\$ 250,000		
Replacement Reserves	\$ 22,400		
Other: <input type="text"/>	\$ -		
SUBTOTAL	\$ 272,400	\$ -	\$ -

Other Development Costs

Real Estate Tax	\$ 12,500		\$ 12,500
Insurance	\$ 200,000		\$ 200,000
Relocation	\$ -		\$ -

Form 6C: LIHTC Budget (Basis Calculation)

Project Name: Martin Way Phase 2

	R E S I D E N T I A L		
	Total Residential Project Cost	Eligible Basis	
		Acquisition	New Construction / Rehab
Bidding Costs	\$ 7,500		\$ 7,500
Permits, Fees & Hookups	\$ 813,000		\$ 813,000
Impact/Mitigation Fees	\$ -		\$ -
Development Period Utilities	\$ 25,000		\$ 25,000
<i>Nonprofit Donation</i>	\$ 25,000		
Accounting/Audit	\$ 15,000		\$ 15,000
3 rd Party Certification of final development cost	\$ 15,000		\$ 15,000
Marketing/Leasing Expenses	\$ 15,000		
<i>Carrying Costs at Rent up/ Lease Up Reserve</i>	\$ 75,000		
SUBTOTAL	\$ 1,203,000	\$ -	\$ 1,088,000

Bond Related Costs of Issuance (4% Tax Credit/Bond Projects Only)

Issuer Fees & Related Expenses	\$ -		
Bond Counsel	\$ -		
Trustee Fees & Expenses	\$ -		
Underwriter Fees & Counsel	\$ -		
Placement Agent Fees & Counsel	\$ -		
Borrower's Counsel - Bond Related	\$ -		
Rating Agency	\$ -		
SUBTOTAL	\$ -	\$ -	\$ -

TOTALS:	\$ 18,664,480	\$ -	\$ 17,692,080
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Form 6D: LIHTC Calculation

Project Name: Martin Way Phase 2

9% Tax Credit Type

130% Eligible Basis "Boost"

Is project located in a DDA, QCT, an eligible Rural Area as defined in LIHTC Policies or has it been approved for the 130% basis boost by the Commission?

Yes

Acquisition	New Construction/ Rehab
-------------	----------------------------

Eligible Basis Credit Calculation

Total Eligible Basis	\$ -	\$ 17,692,080
Less Federal Grants and/or below-market Federal Loans		
Less non-qualified, non-recourse financing		\$ -
Less costs of non-qualifying Units of higher quality or excess costs of non-qualifying Units		\$ -
Less Historic Rehabilitation Tax Credit (Residential Portion only)		\$ -
Adjusted Eligible Basis	\$ -	\$ 17,692,080

Adjusted Eligible Basis	\$ -	\$ 17,692,080
* DDA, QCT, Rural Area or Commission Approved Adjustment (100% or 130%)		130%
* Applicable Fraction (lesser of Project's Unit Fraction or Floor Space Fraction)		100%
Qualified Basis	\$ -	\$ 22,999,704

Qualified Basis	\$ -	\$ 22,999,704
* Applicable Tax Credit Percentage		9.00%
Maximum Annual Credit Amount based on Qualified Basis	\$ -	\$ 2,069,973

Total Maximum Annual Credit Amount based on Qualified Basis (Acquisition and Rehab/NC Credit)

\$ 2,069,973

Equity Gap Calculation

Total Residential Project Costs (from Form 6A)	\$ 18,664,480
Less Total Non-LIHTC Residential Sources	\$ (4,100,000)
Equity Gap	\$ 14,564,480

Equity Gap	\$ 14,564,480
Divided by Tax Credit Factor (based on projected market pricing)	\$ 0.87
Divided by 10 Years	10
Maximum Annual Credit Amount based on Equity Gap	\$ 1,674,078

Is Project located in King County or approved for a Basis Boost?

Yes

Maximum Credit per Low-Income Housing Unit Calculation

Number of Low Income Housing Units (from Form 2A)	63
Maximum Annual Credit Per Low-Income Unit Limit	\$ 26,576
Maximum Annual Credit Per Low-Income Housing Unit	\$ 1,674,288

Maximum Annual Credit Requested **\$ 1,674,078**

Expected LIHTC Equity - ENTER ON FORM 7A **\$ 14,564,480**

Form 6E Fee Schedule

Project Name: Martin Way Phase 2

Fee	Qty	Unit Price	Total	Comments
Pre-entitlement				
Department Reviews			\$ -	
			\$ -	

Entitlement				
Site Plan	1	\$ 15,000	\$ 15,000	
Transportation/Engrg	1	\$ 535,000	\$ 535,000	
Geologic/Hazard			\$ -	
SEPA			\$ -	
Tree Removal			\$ -	
Clear and Grade			\$ -	
Other			\$ -	
Site Inspections			\$ -	
		SUBTOTAL	\$ 550,000	

Building Permit				
Building	1	\$ 153,000	\$ 153,000	
Mechanical	1	\$ -	\$ -	<i>To be paid by Subcontractor</i>
Plumbing	1	\$ -	\$ -	<i>To be paid by Subcontractor</i>
Fire - Technical			\$ -	
Fire - Alarm			\$ -	
Fire - Sprinkler			\$ -	
Electrical	1	\$ -	\$ -	<i>To be paid by Subcontractor</i>
Inspections			\$ -	
		SUBTOTAL	\$ 153,000	

Hook Ups				
Sewer and Side Sewer			\$ -	
Water Meter Charge			\$ -	
Capital Facilities Charge				
Wastewater	1	\$ 40,000	\$ 40,000	
Water District			\$ -	
		SUBTOTAL	\$ 40,000	

Impact Fees				
Fire			\$ -	
Parks	1	\$ 50,000	\$ 50,000	
Transportation/Engrg	1	\$ 20,000	\$ 20,000	
Schools	1	\$ -	\$ -	
		SUBTOTAL	\$ 70,000	

Other				
			\$ -	
		SUBTOTAL	\$ -	

TOTAL			\$ 813,000	
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Form 7A: Financing Sources

Project Name: Martin Way Phase 2

Bridge Financing

Bridge Source Name	Bridge Source Type	Proposed Amount	Committed Amount	Interest Rate	Loan Term	Amortization Period	Source of Repayment
Subtotals		\$ -	\$ -				

Total Bridge Financing **\$ -**

Permanent Financing - Residential

Residential Source Name	Residential Source Type	Proposed Amount	Committed Amount	Public / Private	Application Date	(Projected) Award Date	Grant/ Loan	Funding Type	Debt Type	Interest Rate	Loan Term	Amortization Period	Repayment Structure
Tax Credit Equity	9%	\$ 14,564,480			9/30/2021	12/23/2021							
State HTF	State - Housing Trust Fund	\$ 3,000,000	\$ -	Public	9/30/2021	12/23/2021	Loan	Deferred	Soft	1.000	50	35	N/A
City of Olympia	City	\$ 700,000	\$ -	Public	2/26/2021	3/31/2021	Grant	Non-Recoverable					
Thurston County	County	\$ 400,000	\$ -	Public	3/31/2021	4/29/2021	Loan	Deferred	Soft	1.000	50	35	N/A
Subtotal		\$ 18,664,480	\$ -										
Total Residential Sources			\$ 18,664,480										

Permanent Financing - Non-Residential

Non Residential Source Name	Non Residential Source Type	Proposed Amount	Committed Amount	Public / Private	Application Date	(Projected) Award Date	Grant/ Loan	Funding Type	Debt Type	Interest Rate	Loan Term	Amortization Period	Repayment Structure
	Select...			Select...			Select...		Select...				
Subtotal		\$ -	\$ -										
Total Non Residential Sources			\$ -										
Total Capital Sources			\$ 18,664,480										

Form 8A: Proposed Rents and AMIs Served

Project Name: Martin Way Phase 2

% of Median Income Served	Qty.	Unit Type	# Units Accessable	Avg Unit Square Footage	Tenant - Paid Monthly Rent	Tenant - Paid Utilities (Utility Allowance)	Sum of Tenant - Paid Rent and Utilities	PHA / HUD / USDA Subsidy Payment	Gross Monthly Rent	Maximum Allowed Rent + UAs for AMI	Annual Gross Tenant Paid Rental Income	Annual Gross Rental Subsidy Income	Annual Gross Rental Income
30%	32	Studio	2	478	\$ 25	\$ 79	\$ 104	\$ 1,019	\$ 1,123	\$ 455	\$ 9,600	\$ 391,296	\$ 400,896
50%	8	Studio	1	478	\$ 25	\$ 79	\$ 104	\$ 1,019	\$ 1,123	\$ 758	\$ 2,400	\$ 97,824	\$ 100,224
50%	23	1 BR	1	632	\$ 713	\$ 100	\$ 813	\$ -	\$ 813	\$ 813	\$ 196,788	\$ -	\$ 196,788
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-LIH Units													
CAUs / Managers	1	1 BR		632	\$ -				\$ -		\$ -		\$ -
Market Rate					\$ -				\$ -		\$ -		\$ -
Total	64										\$ 208,788	\$ 489,120	\$ 697,908

Summary of Units

AMI Targets	Beds	SRO	Studio	1 BR	2 BR	3 BR	4 BR	5+ BR	Total Units
25%	-	-	-	-	-	-	-	-	0
30%	-	-	32	-	-	-	-	-	32
35%	-	-	-	-	-	-	-	-	0
40%	-	-	-	-	-	-	-	-	0
45%	-	-	-	-	-	-	-	-	0
50%	-	-	8	23	-	-	-	-	31
55%	-	-	-	-	-	-	-	-	0
60%	-	-	-	-	-	-	-	-	0
65%	-	-	-	-	-	-	-	-	0
80%	-	-	-	-	-	-	-	-	0
Total Low-Income Units	0	0	40	23	0	0	0	0	63

Market Rate	-	-	-	-	-	-	-	-	0
CAUs / Managers	-	-	-	1	-	-	-	-	1
TOTAL UNITS	0	0	40	24	0	0	0	0	64
# Accessible Units	0	0	3	2	0	0	0	0	5
Avg Sq Ft	0	0	478	632	0	0	0	0	

Form 8B: Operating, Service and Rent Subsidy Sources

Project Name: Martin Way Phase 2

ANNUAL RENT SUBSIDY (Do Not Include Operating or Service Funding Sources Here)

PHA/HUD/USDA Rent Subsidy

Source	Proposed Funding	Committed/ Conditional Funding	Total Funding	Length of Commitment	Projected Commitment Start	Projected Commitment End
Housing Authority of Thurston County	\$ 489,120	\$ -	\$ 489,120	15 years	5/31/2023	5/31/2038
	\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -			
Gross Annual Rent Subsidy	\$ 489,120	\$ -	\$ 489,120			

Non- PHA/HUD/USDA Rent Subsidy

Source	Proposed Funding	Committed/ Conditional Funding	Total Funding	Length of Commitment	Projected Commitment Start	Projected Commitment End
	\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -			
Gross Annual Rent Subsidy	\$ -	\$ -	\$ -			

ANNUAL OPERATING SUBSIDY SOURCES (Do Not Include Service or Rent Subsidy Dollars Here)

Source	Proposed Funding	Committed/ Conditional Funding	Total Funding	Length of Commitment	Projected Commitment Start	Projected Commitment End
	\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -			
Gross Annual Operating Subsidy	\$ -	\$ -	\$ -			

ANNUAL SERVICE FUNDING SOURCES (Do Not Include Operating or Rent Subsidy Dollars Here)

Source	Proposed Funding	Committed/ Conditional Funding	Total Funding	Length of Commitment	Projected Commitment Start	Projected Commitment End
	\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -			
Gross Annual Services Funding	\$ -	\$ -	\$ -			

Form 8C: Personnel (Service and Operating) and Non-Personnel Expenses

Project Name: Martin Way Phase 2

Operating Personnel Expenses for First Year of Project									
Job Title	On Site or Off Site?	Name of agency that employs this person	Full-time Annual Salary of an FTE in this position.	% of time this person will work on this project	Total cost for this person on this project	Benefit Fund Type	Benefit Percent	Benefit Amount	Total Project Cost for this person
Area Manager	On Site	LIHI	\$ 65,000	10%	\$ 6,500	Percent	35%	\$ 2,275	\$ 8,775
Special Project Manager	On Site	LIHI	\$ 55,000	100%	\$ 55,000	Percent	35%	\$ 19,250	\$ 74,250
Maintenance Person	On Site	LIHI	\$ 40,000	100%	\$ 40,000	Percent	35%	\$ 14,000	\$ 54,000
Relief Staff	On Site	LIHI	\$ 10,000	100%	\$ 10,000	Percent	35%	\$ 3,500	\$ 13,500
Property Management Fee	Off Site	LIHI	\$ 53,041	100%	\$ 53,041	Percent	0%	\$ -	\$ 53,041
Subtotal: Onsite									\$ 150,525
Subtotal: Off Site									\$ 53,041
Total Operating Personnel Expenses									\$ 203,566

Costs Are Covered By Listed Funding

Operating Sources				
Project Cash Flow	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B
\$ 8,775	\$ -	\$ -	\$ -	\$ -
\$ 74,250	\$ -	\$ -	\$ -	\$ -
\$ 54,000	\$ -	\$ -	\$ -	\$ -
\$ 13,500	\$ -	\$ -	\$ -	\$ -
\$ 53,041	\$ -	\$ -	\$ -	\$ -
\$ 203,566	\$ -	\$ -	\$ -	\$ -

Service Personnel Expenses for First Year of Project									
Staff Title*	Name of agency that employs this person	Full-time Annual Salary of an FTE in this position.	% of time this person will work on this project	Total cost for this person on this project	Benefit Fund Type	Benefit Percent	Benefit Amount	Total Project Cost for this person	
Supervisor - Case Manager	LIHI	\$ 65,000	10%	\$ 6,500	Percent	35%	\$ 2,275	\$ 8,775	
Case Manager	LIHI	\$ 50,000	100%	\$ 50,000	Percent	35%	\$ 17,500	\$ 67,500	
Case Manager	LIHI	\$ 50,000	50%	\$ 25,000	Percent	35%	\$ 8,750	\$ 33,750	
			0%	\$ -		0%	\$ -	\$ -	
			0%	\$ -		0%	\$ -	\$ -	
			0%	\$ -		0%	\$ -	\$ -	
			0%	\$ -		0%	\$ -	\$ -	
			0%	\$ -		0%	\$ -	\$ -	
			0%	\$ -		0%	\$ -	\$ -	
			0%	\$ -		0%	\$ -	\$ -	
Total Service Personnel Expenses									\$ 110,025

Service Personnel Costs Are Covered By Listed Funding

Service Sources				
Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Project Cash Flow
\$ -	\$ -	\$ -	\$ -	\$ 8,775
\$ -	\$ -	\$ -	\$ -	\$ 67,500
\$ -	\$ -	\$ -	\$ -	\$ 33,750
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ 110,025

Non-Personnel Service Expenses for First Year of Project		
Client Assistance Costs		\$ 5,000
Local Travel/Mileage		\$ 3,000
Equipment		\$ 1,250
Supplies		\$ 5,000
Telecommunications/Computers		\$ 4,000
Printing/Duplication		\$ 1,000
Other: Training		\$ 1,500
Other: Insurance, Licensing, Professional Fees		\$ 10,000
Other:		\$ -
Project Administrative Costs		\$ 10,000
Total Service Non-Personnel Expenses		\$ 40,750.00

Non-Personnel Service Costs Are Covered By Listed Funding

Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Project Cash Flow
\$ -	\$ -	\$ -	\$ -	\$ 5,000
\$ -	\$ -	\$ -	\$ -	\$ 3,000
\$ -	\$ -	\$ -	\$ -	\$ 1,250
\$ -	\$ -	\$ -	\$ -	\$ 5,000
\$ -	\$ -	\$ -	\$ -	\$ 4,000
\$ -	\$ -	\$ -	\$ -	\$ 1,000
\$ -	\$ -	\$ -	\$ -	\$ 1,500
\$ -	\$ -	\$ -	\$ -	\$ 10,000
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ 10,000
\$ -	\$ -	\$ -	\$ -	\$ 40,750.00

Notes

Form 8D: Operating Pro Forma

Project Name: Martin Way Phase 2

Pro Forma Date 2.24.2021

REVENUES

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Residential Income																
	<i>Escalator</i>															
Gross Tenant Paid Rental Income (Form 8A)	2.5%	\$ 208,788	\$ 214,008	\$ 219,358	\$ 224,842	\$ 230,463	\$ 236,224	\$ 242,130	\$ 248,183	\$ 254,388	\$ 260,748	\$ 267,266	\$ 273,948	\$ 280,797	\$ 287,817	\$ 295,012
Gross Rental PHA/HUD/USDA Subsidy (Form 8A)	2.5%	\$ 489,120	\$ 501,348	\$ 513,882	\$ 526,729	\$ 539,897	\$ 553,394	\$ 567,229	\$ 581,410	\$ 595,945	\$ 610,844	\$ 626,115	\$ 641,768	\$ 657,812	\$ 674,257	\$ 691,114
Gross Rental Subsidy Income (Form 8B)	2.5%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gross Annual Operating Subsidy Sources (Form 8B)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Sources:																
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Residential Income	=	\$ 697,908	\$ 715,356	\$ 733,240	\$ 751,571	\$ 770,360	\$ 789,619	\$ 809,359	\$ 829,593	\$ 850,333	\$ 871,591	\$ 893,381	\$ 915,716	\$ 938,609	\$ 962,074	\$ 986,126
Total Non-Residential Income		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROJECT INCOME	=	\$ 697,908	\$ 715,356	\$ 733,240	\$ 751,571	\$ 770,360	\$ 789,619	\$ 809,359	\$ 829,593	\$ 850,333	\$ 871,591	\$ 893,381	\$ 915,716	\$ 938,609	\$ 962,074	\$ 986,126
	<i>Annual %</i>															
Less Annual Residential Vacancy	5.0%	\$ (34,895)	\$ (35,768)	\$ (36,662)	\$ (37,579)	\$ (38,518)	\$ (39,481)	\$ (40,468)	\$ (41,480)	\$ (42,517)	\$ (43,580)	\$ (44,669)	\$ (45,786)	\$ (46,930)	\$ (48,104)	\$ (49,306)
Less Annual Non-Residential Vacancy	10.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EFFECTIVE GROSS INCOME (EGI)	=	\$ 663,013	\$ 679,588	\$ 696,578	\$ 713,992	\$ 731,842	\$ 750,138	\$ 768,891	\$ 788,114	\$ 807,816	\$ 828,012	\$ 848,712	\$ 869,930	\$ 891,678	\$ 913,970	\$ 936,819

OPERATING EXPENSES

Operating Expenses-	Escalator	Expenses Per Unit (Y1)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Management - On-site (Form 8C)	3.0%	\$ 2,352	\$ 150,525	\$ 155,041	\$ 159,692	\$ 164,483	\$ 169,417	\$ 174,500	\$ 179,735	\$ 185,127	\$ 190,681	\$ 196,401	\$ 202,293	\$ 208,362	\$ 214,613	\$ 221,051	\$ 227,683
Management - Off-site (Form 8C)	3.0%	\$ 829	\$ 53,041	\$ 54,632	\$ 56,271	\$ 57,959	\$ 59,698	\$ 61,489	\$ 63,334	\$ 65,234	\$ 67,191	\$ 69,206	\$ 71,283	\$ 73,421	\$ 75,624	\$ 77,892	\$ 80,229
Accounting	3.0%	\$ 63	\$ 4,000	\$ 4,120	\$ 4,244	\$ 4,371	\$ 4,502	\$ 4,637	\$ 4,776	\$ 4,919	\$ 5,067	\$ 5,219	\$ 5,376	\$ 5,537	\$ 5,703	\$ 5,874	\$ 6,050
Legal Services	3.0%	\$ 31	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	\$ 2,319	\$ 2,388	\$ 2,460	\$ 2,534	\$ 2,610	\$ 2,688	\$ 2,768	\$ 2,852	\$ 2,937	\$ 3,025
Insurance	3.0%	\$ 703	\$ 45,000	\$ 46,350	\$ 47,741	\$ 49,173	\$ 50,648	\$ 52,167	\$ 53,732	\$ 55,344	\$ 57,005	\$ 58,715	\$ 60,476	\$ 62,291	\$ 64,159	\$ 66,084	\$ 68,067
Real Estate Taxes	3.0%	\$ 234	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883	\$ 17,389	\$ 17,911	\$ 18,448	\$ 19,002	\$ 19,572	\$ 20,159	\$ 20,764	\$ 21,386	\$ 22,028	\$ 22,689
Marketing	3.0%	\$ 78	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	\$ 6,334	\$ 6,524	\$ 6,720	\$ 6,921	\$ 7,129	\$ 7,343	\$ 7,563
Security	3.0%	\$ 859	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 50,000	\$ 50,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 40,000	\$ 40,000	\$ 35,000	\$ 35,000	\$ 30,000	\$ 29,000
Maintenance and janitorial	3.0%	\$ 313	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185	\$ 23,881	\$ 24,597	\$ 25,335	\$ 26,095	\$ 26,878	\$ 27,685	\$ 28,515	\$ 29,371	\$ 30,252
Decorating/Turnover	3.0%	\$ 234	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883	\$ 17,389	\$ 17,911	\$ 18,448	\$ 19,002	\$ 19,572	\$ 20,159	\$ 20,764	\$ 21,386	\$ 22,028	\$ 22,689
Contract Repairs	3.0%	\$ 78	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	\$ 6,334	\$ 6,524	\$ 6,720	\$ 6,921	\$ 7,129	\$ 7,343	\$ 7,563
Landscaping	3.0%	\$ 78	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	\$ 6,334	\$ 6,524	\$ 6,720	\$ 6,921	\$ 7,129	\$ 7,343	\$ 7,563
Pest Control	3.0%	\$ 78	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	\$ 6,334	\$ 6,524	\$ 6,720	\$ 6,921	\$ 7,129	\$ 7,343	\$ 7,563
Fire Safety	3.0%	\$ 78	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	\$ 6,334	\$ 6,524	\$ 6,720	\$ 6,921	\$ 7,129	\$ 7,343	\$ 7,563
Elevator	3.0%	\$ 117	\$ 7,500	\$ 7,725	\$ 7,957	\$ 8,195	\$ 8,441	\$ 8,695	\$ 8,955	\$ 9,224	\$ 9,501	\$ 9,786	\$ 10,079	\$ 10,382	\$ 10,693	\$ 11,014	\$ 11,344
Water & Sewer	3.0%	\$ 672	\$ 43,000	\$ 44,290	\$ 45,619	\$ 46,987	\$ 48,397	\$ 49,849	\$ 51,344	\$ 52,885	\$ 54,471	\$ 56,105	\$ 57,788	\$ 59,522	\$ 61,308	\$ 63,147	\$ 65,041
Garbage Removal	3.0%	\$ 109	\$ 7,000	\$ 7,210	\$ 7,426	\$ 7,649	\$ 7,879	\$ 8,115	\$ 8,358	\$ 8,609	\$ 8,867	\$ 9,133	\$ 9,407	\$ 9,690	\$ 9,980	\$ 10,280	\$ 10,588
Electric	3.0%	\$ 234	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883	\$ 17,389	\$ 17,911	\$ 18,448	\$ 19,002	\$ 19,572	\$ 20,159	\$ 20,764	\$ 21,386	\$ 22,028	\$ 22,689
Oil/Gas/Other	3.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	3.0%	\$ 78	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	\$ 6,334	\$ 6,524	\$ 6,720	\$ 6,921	\$ 7,129	\$ 7,343	\$ 7,563
Other	3.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Residential Operating Expenses		\$ 7,220	\$ 462,066	\$ 474,278	\$ 486,856	\$ 499,812	\$ 508,156	\$ 521,901	\$ 531,058	\$ 545,640	\$ 560,659	\$ 571,129	\$ 587,063	\$ 598,475	\$ 615,379	\$ 627,790	\$ 644,724

OTHER EXPENSES

Partnership and Asset Management Costs-		Escalator	Expenses Per Unit (Y1)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15		
Asset Management Fee	3.0%	\$	156	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255	\$ 11,593	\$ 11,941	\$ 12,299	\$ 12,668	\$ 13,048	\$ 13,439	\$ 13,842	\$ 14,258	\$ 14,685	\$ 15,126		
WSHFC Compliance Fee	3.0%	\$	45	\$ 2,880	\$ 2,966	\$ 3,055	\$ 3,147	\$ 3,241	\$ 3,339	\$ 3,439	\$ 3,542	\$ 3,648	\$ 3,758	\$ 3,870	\$ 3,987	\$ 4,106	\$ 4,229	\$ 4,356		
Total Partnership and Management Costs				\$	12,880	\$ 13,266	\$ 13,664	\$ 14,074	\$ 14,497	\$ 14,931	\$ 15,379	\$ 15,841	\$ 16,316	\$ 16,805	\$ 17,310	\$ 17,829	\$ 18,364	\$ 18,915	\$ 19,482	
Replacement Reserve	3.0%	\$	350	\$ 22,400	\$ 23,072	\$ 23,764	\$ 24,477	\$ 25,211	\$ 25,968	\$ 26,747	\$ 27,549	\$ 28,376	\$ 29,227	\$ 30,104	\$ 31,007	\$ 31,937	\$ 32,895	\$ 33,882		
Operating Reserve	3.0%	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Reserves				\$	22,400	\$ 23,072	\$ 23,764	\$ 24,477	\$ 25,211	\$ 25,968	\$ 26,747	\$ 27,549	\$ 28,376	\$ 29,227	\$ 30,104	\$ 31,007	\$ 31,937	\$ 32,895	\$ 33,882	
Non-Residential Expenses	0.0%	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL PROJECT EXPENSES				=	\$	497,346	\$ 510,616	\$ 524,285	\$ 538,363	\$ 547,864	\$ 562,800	\$ 573,184	\$ 589,030	\$ 605,351	\$ 617,161	\$ 634,476	\$ 647,310	\$ 665,680	\$ 679,600	\$ 698,088
NET OPERATING INCOME				=	\$	165,667	\$ 168,972	\$ 172,293	\$ 175,629	\$ 183,978	\$ 187,338	\$ 195,707	\$ 199,084	\$ 202,466	\$ 210,851	\$ 214,236	\$ 222,620	\$ 225,999	\$ 234,370	\$ 238,731
(EGI - Total Expenses)																				

RESIDENT SERVICES

Services Funding Subsidy (Form 8B)		\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Service Expenses (Form 8C)	3.0%	\$	2,356	\$ 150,775	\$ 155,298	\$ 159,957	\$ 164,756	\$ 169,699	\$ 174,790	\$ 180,033	\$ 185,434	\$ 190,997	\$ 196,727	\$ 202,629	\$ 208,708	\$ 214,969	\$ 221,418	\$ 228,061
Subsidy Shortfall		\$	(150,775)	\$ (155,298)	\$ (159,957)	\$ (164,756)	\$ (169,699)	\$ (174,790)	\$ (180,033)	\$ (185,434)	\$ (190,997)	\$ (196,727)	\$ (202,629)	\$ (208,708)	\$ (214,969)	\$ (221,418)	\$ (228,061)	
Services Funding - from Cash Flow (Form 8C)		\$	2,356	\$ 150,775	\$ 155,298	\$ 159,957	\$ 164,756	\$ 169,699	\$ 174,790	\$ 180,033	\$ 185,434	\$ 190,997	\$ 196,727	\$ 202,629	\$ 208,708	\$ 214,969	\$ 221,418	\$ 228,061

DEBT SERVICE

Funds Available for Debt Service		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	
		\$	14,892	\$ 13,673	\$ 12,336	\$ 10,873	\$ 14,279	\$ 12,548	\$ 15,674	\$ 13,650	\$ 11,469	\$ 14,124	\$ 11,607	\$ 13,912	\$ 11,030	\$ 12,952	\$ 10,671
Hard Debt																	
	Loan Amount	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	
Lender 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lender 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lender 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Hard Debt Service		\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Hard Debt Coverage Ratio			0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cash Flow		\$	14,892	\$ 13,673	\$ 12,336	\$ 10,873	\$ 14,279	\$ 12,548	\$ 15,674	\$ 13,650	\$ 11,469	\$ 14,124	\$ 11,607	\$ 13,912	\$ 11,030	\$ 12,952	\$ 10,671
Soft Debt																	
	Loan Amount	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	
State HTF	\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Thurston County	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
City of Olympia	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lender 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Soft Debt Service		\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL DEBT SERVICE		\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Overall Debt Coverage Ratio			0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Overall Cash Flow		\$	14,892	\$ 13,673	\$ 12,336	\$ 10,873	\$ 14,279	\$ 12,548	\$ 15,674	\$ 13,650	\$ 11,469	\$ 14,124	\$ 11,607	\$ 13,912	\$ 11,030	\$ 12,952	\$ 10,671

Additional Comments:

Form 8E: Operating Pro Forma Details

Project Name: Martin Way Phase 2

Vacancy Rates and Inflation Factors

Please explain how you arrived at the vacancy and inflation factors used in the Operating Pro Forma

The 2.5% inflation rate and 5% vacancy rate are the typical default assumptions used by equity investors.

Operating Expense Estimates

Operating Expenses-

Management - On-site
 Management - Off-site
 Accounting
 Legal Services
 Insurance
 Real Estate Taxes
 Marketing
 Security
 Maintenance and janitorial
 Decorating/Turnover
 Contract Repairs
 Landscaping
 Pest Control
 Fire Safety
 Elevator
 Water & Sewer
 Garbage Removal
 Electric
 Oil/Gas/Other
 Telephone
 Other (identify and include cost estimate for each)

Based on staffing levels at Billy Frank Jr. Place and other LIHI 9% projects.
Based on approximately 8% of EGI.
Based on Billy Frank Jr. Place and other LIHI 9% project operating expense data.
Based on Billy Frank Jr. Place and other LIHI 9% project operating expense data.
Based on Billy Frank Jr. Place and other LIHI 9% project operating expense data.
Based on Billy Frank Jr. Place and other LIHI 9% project operating expense data.
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Based on Billy Frank Jr. Place and other LIHI 9% project operating expense data.
Based on Billy Frank Jr. Place and other LIHI 9% project operating expense data.
Based on Billy Frank Jr. Place and other LIHI 9% project operating expense data.
N/A.

Reserves-

Replacement Reserve
Operating Reserve

The reserve is based on a calculation of \$350 per unit typically used by equity investors.
N/A.

Form 9A: Project Team

Project Name: Martin Way Phase 2

Project Sponsor / Developer

Firm Name: Low Income Housing Institute (LIHI)
Address: 1253 S. Jackson St., Ste. A
City: Seattle State: WA Zip Code: 98144
Federal Tax ID # 94-3155150
Unified Business Identifier 601 341 835

Executive

Director/CEO/President Sharon Lee
Phone: (206) 443-9935 Fax: 206-443-9851
Email: sharonl@lihi.org
Contact Person and Title: Steven Strickland, Real Estate Project Manager
Phone: 206-957-8055 Fax: 206-443-9851
Email: steven.strickland@lihi.org

Development Consultant

Firm Name: N/A
Contact Person and Title: N/A
Address: N/A
City: N/A State: N/A Zip Code: N/A
Phone: N/A Fax: N/A
Email: N/A

Architect

Firm Name: Encore Architects
Contact Person and Title: Robert Deane, Senior Associate
Phone: 434-987-1101 Email: robertd@encorearchitects.com

Project Attorney

Firm Name: Kantor Taylor
Contact Person and Title: Mark Kantor
Phone: 206-812-2500 Email: mkantor@kantortaylor.com

Market Study Firm

Firm Name: Kidder Mathews
Contact Person and Title: Jeremy Streufert, Senior Vice President, Shareholder
Phone: 206-205-0203 Email: jeremy.streufert@kidder.com

Form 9A: Project Team (Page 2)

Project Name: Martin Way Phase 2

Ownership Entity for Completed Project

Entity Name: TBD LLLP
Address: 1253 S. Jackson St., Ste. A
City: Seattle State: WA Zip Code: 98144
Contact Person and Title: Steven Strickland, Real Estate Project Manager
Phone: 206-957-8055 Email: steven.strickland@lihi.org
Federal Tax ID #: 94-3155150

Property Management Firm

Firm Name: Low Income Housing Institute (LIHI)
Contact Person and Title: Leigh Ann Coleman, Director of Housing Management
Address: 1253 S. Jackson St., Ste. A
City: Seattle State: WA Zip Code: 98144
Phone: 206-443-9935, ext. 1042 Email: lcoleman@lihi.org

Service Provider Organization

Firm Name: Low Income Housing Institute (LIHI)
Contact Person and Title: Leigh Ann Coleman, Director of Housing Management
Address: 1253 S. Jackson St., Ste. A
City: Seattle State: WA Zip Code: 98144
Phone: 206-443-9935, ext. 1042 Email: lcoleman@lihi.org

General Contractor

Firm Name: TBD
Contact Person and Title: TBD
Phone: TBD Email: TBD

Evergreen Coordinator

Firm Name: Low Income Housing Institute (LIHI)
Contact Person and Title: Eric Blank, Senior Architect & Design Manager
Phone: 206-957-8057 Email: eric.blank@lihi.org

Property Seller/Lessor

Firm Name: N/A - Property is owned by Sponsor.
Contact Person and Title: N/A
Address: N/A
City: N/A State: N/A Zip Code: N/A
Phone: N/A Email: N/A

Form 9B: Identity of Interest Matrix

Project Name: Martin Way Phase 2

	Ownership Entity	Project Sponsor/Developer	General Partner(s)	Party(ies) to a Joint Venture	Managing Member(s) of LLC	Company Member(s) and/or Managers of LLC	Seller/Lessor of Land or Building(s)	General Contractor(s)	Project Management	Engineer(s)	Architect(s)	Subcontractor(s)	Material Supplier(s)	Attorney(s)	Accountant(s)	Lender(s)	Property Manager	Syndicator(s)	Board Member(s)	Other
Project Sponsor/Developer	X																			
General Partner(s)	X	X																		
Party(ies) to a Joint Venture																				
Managing Member(s) of LLC	X	X	X																	
Company Member(s) and/or Manager(s) of LLC																				
Seller/Lessor of Land or Building(s) included in Project																				
General Contractor(s)																				
Project Management Consultant(s)																				
Engineer(s)																				
Architect(s)									X											
Subcontractor(s)																				
Material Supplier(s)																				
Attorney(s)																				
Accountant(s)																				
Lender(s)																				
Property Manager(s)		X																		
Syndicator(s)																				
Board Member(s)																				
Other:																				
Other:																				

Explanation of identified Identities of Interest:

Low Income Housing Institute (LIHI), the Project Sponsor, will serve as the (i) Property Manager, and (ii) sole member of the TBD LLC Manager entity, which will be the general partner of the TBD LLLP Ownership entity.

Form 9C: Project Sponsor Experience

Project Name: Martin Way Phase 2

Sponsor History

Project Completed	Project Type	Activity Type	Role (owner, developer, etc.)	City and State	# Units	Date Development Activities Began	On Time, On Budget?	Placed in Service Date	Type of Financing (HTF, HUD, etc.)
An Lac Apartments	Rental	NC	Owner/Developer/Property Manager	Seattle, WA	69	10/2018	Yes, Yes	2/2020	City County, 4% LIHTC
June Leonard Place	Rental	NC	Owner/Developer/Property Manager	Renton, WA	48	2/2017	Yes, Yes	4/2019	County, 9% LIHTC
The Tony Lee	Rental	NC	Owner/Developer/Property Manager	Seattle, WA	70	6/2016	Yes, Yes	9/2018	City, 4% LIHTC
Billy Frank Jr. Place	Rental	NC	Owner/Developer/Property Manager	Olympia, WA	43	3/2016	No, Yes	6/2017	State, 9% LIHTC
Abbey Lincoln Court	Rental	NC	Owner/Developer/Property Manager	Seattle, WA	68	8/2015	Yes, Yes	10/2016	City, 4% LIHTC
The Marion West	Rental	NC	Owner/Developer/Property Manager	Seattle, WA	49	5/2015	Yes, Yes	6/2016	City, County, State, 9% LIHTC
August Wilson Place	Rental	NC	Owner/Developer/Property Manager	Bellevue, WA	57	1/2014	Yes, Yes	4/2015	County, ARCH, 9% LIHTC
Cheryl Chow Court	Rental	NC	Owner/Developer/Property Manager	Seattle, WA	51	11/2013	Yes, No	1/2015	HUD 202, City, 4% LIHTC

Sponsor Pipeline

Project Currently Being Developed	Project Type	Activity Type	Role (owner, developer, etc.)	City and State	# Units	Project Status	On Time, On Budget?	Projected PIS Date	Type of Financing (HTF, HUD, etc.)
Othello Park	Rental	NC	Owner/Developer/Property Manager	Seattle, WA	106	Under Construction	Yes, Yes	10/2021	City, County, 4% LIHTC
Martin Way Housing & Shelter	Rental	NC	Owner/Developer/Property Manager	Olympia, WA	65	Predevelopment	Yes, Yes	4/2022	City, County, 9% LIHTC
Nesbit	Rental	NC	Owner/Developer/Property Manager	Seattle, WA	104	Predevelopment	Yes, Yes	11/2022	City, State, 4% LIHTC

Form 9D: Project Development Consultant Experience

Project Name: Martin Way Phase 2

Development Consultant History

Developer Consultant Name: N/A

Project Completed	Project Type	Activity Type	City and State	# Units	Date Development Activities Began	On Time, On Budget?	Placed in Service Date	Type of Financing (HTF, HUD, etc.)
N/A	Select..	Select...				Select...		

Development Consultant Pipeline

Project Currently Being Developed	Project Type	Activity Type	City and State	# Units	Project Status	On Time, On Budget?	Projected Placed in Service Date	Type of Financing (HTF, HUD, etc.)
N/A	Select..	Select...			Select...	Select...		

Form 9E: Project Property Management Firm Experience

Project Name: Martin Way Phase 2

Management Company: Low Income Housing Institute (LIHI)

Project	City and State	# Units	Population Served	Effective Date of Mangement Contract	End Date	Type of Financing
An Lac Apartments	Seattle, WA	69	Workforce	2/2020	N/A	City County, 4% LIHTC
June Leonard Place	Renton, WA	48	Homeless, Disabilities, Low-Income	4/2019	N/A	County, 9% LIHTC
The Tony Lee	Seattle, WA	70	Workforce	9/2018	N/A	City, 4% LIHTC
Billy Frank Jr. Place	Olympia, WA	43	Homeless, Veterans, Disabilities, Low-Income	6/2017	N/A	State, 9% LIHTC
Abbey Lincoln Court	Seattle, WA	68	Workforce	10/2016	N/A	City, 4% LIHTC
The Marion West	Seattle, WA	49	Homeless Youth, Low-Income	6/2016	N/A	City, County, State, 9% LIHTC
August Wilson Place	Bellevue, WA	57	Workforce	4/2015	N/A	County, ARCH, 9% LIHTC
Cheryl Chow Court	Seattle, WA	51	Seniors	1/2015	N/A	HUD 202, City, 4% LIHTC

EXHIBIT F

Progress Report



CITY OF OLYMPIA
GRANT PROGRESS REPORT

EXHIBIT F

Report for quarter ending:

Year:

Reports are due on the last day of Apr., Jul., Oct., Jan.

Date:

NOTE: Any change to scope, schedule, and/or budget requires written pre-approval from the City of Olympia.

I. Project Information	
Project Title / Agreement #:	22-HFC-006
Lead Agency:	
Project Scope:	

II. Quarterly Progress Report / Narrative (Provide complete answers. Boxes will expand)	
A. Describe progress over the last quarter and the current status of the project.	
B. Describe upcoming activities.	
C. Describe any risks to delivering the project within the approved scope, schedule, and/or budget, and how these risks are being addressed.	
D. Describe project successes and/or other highlights not included above. Please attach any news releases, articles, or photos of your service in action or other documentation as appropriate.	

Project Manager Certification (Completion of this section certifies that the above information is true and accurate to the best of your knowledge.)	
Project Manager:	Date:
Project Manager Signature: _____	

EXHIBIT G
Invoice/Reimbursement
Request Form



EXHIBIT G CITY OF OLYMPIA GRANT REIMBURSEMENT REQUEST FORM

Grant Number	22-HFC-006		
Agency (Name and complete address, including zip code)			
Tax ID #		Final Report	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Grant Period: From: _____ To: _____		Reporting Period: From: _____ To: _____	
TRANSACTIONS	PREVIOUSLY REPORTED	CURRENT PERIOD	CUMULATIVE
a. Personnel			
b. Fringe Benefits			
c. Travel			
d. Equipment			
e. Supplies			
f. Contractual Services/Indirect			
g. Other			
h. Total transactions (sum of lines a through g)			
i. Total funds authorized			
j. Balance (line i minus line h)			
Comments:			
Certification	I certify to the best of my knowledge and belief that this report is correct and complete and that all reported expenditures are for the purposes set forth in the award documents.		
Typed or Printed Name and Title		Telephone	
Signature of Authorized Certifying Official		Date Report Submitted	

EXHIBIT H

Statement of Compliance with Nondiscrimination

EXHIBIT H

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

Authorized Representative, Low Income Housing
Institute (LIHI), Grantee

Date

Print Name of Person Signing

Title: _____

EXHIBIT I

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

EXHIBIT I

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Signature of Authorized Representative of
Low Income Housing Institute (LIHI), Grantee

Date: _____

Print Name

Title: _____

EXHIBIT J
Certification Regarding
Lobbying

EXHIBIT J

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Signature of Authorized Representative for the
Low Income Housing Institute (LIHI), Grantee

Date: _____

Print Name: _____

Title: _____

EXHIBIT K
Equal Benefits Compliance
Declaration

EXHIBIT K

EQUAL BENEFITS COMPLIANCE DECLARATION

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

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

Authorized Representative for Low Income
Housing Institute (LIHI), Grantee

Print Name

Title: _____

Date: _____

EXHIBIT L

Restrictive Covenant

After Recording Return to:

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

Document Title:	Amended Restrictive Covenants
Grantor:	Low Income Housing Institute (LIHI)
Grantee:	City of Olympia, a Washington municipal corporation
Abbreviated Legal Description:	Unit 3, LIHI Martin Way, a Condo, Rec. No. 4799858
Assessor's Tax Parcel Number:	69510000100 and 69510000200
Reference No.:	4798100

AMENDED RESTRICTIVE COVENANTS

As consideration to the City of Olympia for amendment of the Restrictive Covenants recorded upon the sale of the real property located at 2828 Martin Way East, Olympia, Washington, to Low Income Housing Institute (LIHI), under Auditor No. 4798100 the Grantor herein as the owner of the real property legally described as attached in Exhibit A hereto (the "Property") and as the subsequent Grantee of the Low Income Housing Institute (LIHI), covenants and agrees that the Property identified as condominium Housing – Unit 3, shall be held, transferred, sold, conveyed, leased, used and occupied in perpetuity subject to the following covenants and restrictions:

1. The Property shall be solely used to construct affordable housing and facilities providing housing-related services as provided in RCW 82.14.530, as now or hereafter lawfully amended, and for no other purpose except with the Grantee's express written consent and approval; and
2. The Grantor agrees that for a period of fifteen (15) years following issuance of the final certificate of occupancy by the City of Olympia for construction of Phase 2 condominium

Unit 3 Covenant

1ST AM
NCS-1019907 (5)

Housing – Unit 3 shall provide at a minimum up to twenty-three (23) residential housing units to serve chronically mentally ill persons or homeless individuals earning up to thirty percent (30%) adjusted median income for Thurston County, Washington, and up to twenty-three (23) residential housing units which will serve chronically mentally ill persons, or homeless individuals earning up to fifty percent (50%) adjusted median income for Thurston County, Washington, together with residential common space as provided in the Declaration of Condominium recorded under Thurston County Auditor No. 4799858.

3. Following termination of the fifteen (15) year period identified in paragraph 2 above, the aforesaid real property and condominium shall be used solely to provide affordable housing and facilities providing housing-related services and programs within any of the following population groups whose income is at or below sixty percent (60%) of the adjusted median income of Thurston County, Washington, for persons who are residents of the City of Olympia, Thurston County, Washington, to wit: (i) persons with mental illness; (ii) veterans of the armed forces of the United States of America; (iii) senior citizens; (iv) homeless, or at-risk of being homeless, families with children; (v) unaccompanied homeless youth or young adults; (vi) persons with disabilities; or (vii) domestic violence survivors, as provided in RCW 82.14.530 as now or hereafter lawfully amended.

Prior to the termination of the fifteen (15) year period identified in paragraph 2 above, in the event Section 8 or similar rental assistance to condominium Housing – Unit 3 is substantially reduced or terminated, the parties may, at the City's discretion and subject to the provisions of RCW 82.14.530, as now or hereafter lawfully amended, renegotiate the target population provided herein to ensure the continued viability of the Project.

It is the express intent of the Grantor and Grantee that the provisions of the Amended Restrictive Covenants stated herein shall be deemed to run with the land in perpetuity and shall pass to and be binding upon Grantor's successors in title, including any subsequent purchaser, grantee, owner, assignee, trustee, trustor, or lessee of any portion of the real property or condominium and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner, assignee, trustee, trustor, or lessee of any portion of the real property or condominium and any other person or entity having any right, title or interest therein.

Unit 3 Covenant

EXHIBIT A

PARCEL A:

Unit 3 of LI HIMartin Way, a Condominium, according to Declaration thereof recorded under Recording No. 4799858, and amendment(s) thereto; said Unit is located on Survey Map and recorded under Recording No. 4799859, in Thurston County, Washington.

PARCEL B:

Non-Exclusive Reciprocal Access Easement for ingress and egress as created by that certain Condominium Declaration recorded November 12, 2020 as Recording No. 4799858 in the Official Records of Thurston County, Washington.

PARCEL C:

Non-Exclusive Easements for Construction, Utilities, Encroachments and Maintenance as created by that certain Condominium Declaration recorded November 12, 2020 as Recording No. 4799858 in the Official Records of Thurston County, Washington.

Unit 3 Covenant