



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, March 5, 2019

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

- 2.A** [19-0171](#) Special Recognition - Presentation of the Environmental Protection Agency (EPA) Drinking Water Revolving Fund WATERS Award for the McAllister Wellfield Corrosion Control Facility

Attachments: [Project Photo](#)

3. PUBLIC COMMENT

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

During this portion of the meeting, citizens may address the City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these three areas: (1) on agenda items for which the City Council either held a Public Hearing in the last 45 days, or will hold a Public Hearing within 45 days, or (2) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (3) where the speaker promotes or opposes a candidate for public office or a ballot measure.

Individual comments are limited to three (3) minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the City Council will refrain from commenting on individual remarks until all public comment has been taken. The City Council will allow for additional public comment to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

- 4.A** [19-0234](#) Approval of February 26, 2018 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.B** [18-0795](#) Approval of a Resolution Authorizing the Lease of City-Owned Property

Located at 911 Adams Street SE to the Northwest Eco-Building Guild

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

- 4.C** [19-0208](#) Approval of a Resolution Authorizing an Agricultural Lease Agreement with Spooner Berry Farm for Lease of Property Lying Adjacent to Yelm Highway

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

- 4.D** [19-0149](#) Approval of a Resolution Authorizing an Interlocal Cooperative Emergency Management Agreement Related to Regional Mutual Aid

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

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING

- 5.A** [19-0143](#) Public Hearing on an Ordinance Adjusting Multi-Family Tax Exemption Area Boundaries

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

6. OTHER BUSINESS - None

7. CONTINUED PUBLIC COMMENT

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

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

8.B CITY MANAGER'S REPORT AND REFERRALS

9. ADJOURNMENT

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's Executive Assistant at 360.753.8244 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.



City Council

Special Recognition - Presentation of the Environmental Protection Agency (EPA) Drinking Water Revolving Fund WATERS Award for the McAllister Wellfield Corrosion Control Facility

Agenda Date: 3/5/2019
Agenda Item Number: 2.A
File Number: 19-0171

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

Title

Special Recognition - Presentation of the Environmental Protection Agency (EPA) Drinking Water Revolving Fund WATERS Award for the McAllister Wellfield Corrosion Control Facility

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Receive the WATERS Award from the Environmental Protection Agency (EPA)

Report

Issue:

Whether to receive an award from the Environmental Protection Agency for the City's McAllister Wellfield Corrosion Control Facility

Staff Contact:

Rich Hoey, P.E., Public Works Director, 360.753.8495
Tim Richardson, P.E., Supervising Engineer, 360.753.8749

Presenter(s):

Lucy Edmonson, EPA Washington Operations Director (presenting)
Janet Cherry, Drinking Water State Revolving Fund Supervisor, State DOH (attending)

Background and Analysis:

In 2018, the City completed construction of a corrosion control treatment system for the McAllister Wellfield, the City's main drinking water source. The treatment system is designed to raise the pH of the City's drinking water and thereby make it less corrosive to plumbing in homes and other buildings. This reduces the risk of lead or copper leaching into the water from building plumbing. This new system helps the City continue its compliance with federal Safe Drinking Water Act

standards and is vital for protection of public health.

The corrosion control system uses aeration (air blown through water) to raise the pH without need of chemicals. Attached is a photo of the completed project.

The City received a low interest loan for the project through the federal Drinking Water State Revolving Fund. This is an EPA program, administered by the State Department of Health.

EPA recently selected the City's project for a 2018 "WATERS" award. WATERS stands for Well-planned, Affordable, Transferable, Efficient, Resilient and Sustainable. EPA and State DOH representatives plan to present the award to the City Council.

Neighborhood/Community Interests (if known):

None at this time.

Options:

N/A

Financial Impact:

N/A

Attachments:

Project Photo





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

City Council

Approval of February 26, 2019 City Council Meeting Minutes

Agenda Date: 3/5/2019
Agenda Item Number: 4.A
File Number: 19-0234

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

Title

Approval of February 26, 2019 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, February 26, 2019

7:00 PM

Council Chambers

1. ROLL CALL

Present: 6 - Mayor Cheryl Selby, Mayor Pro Tem Jessica Bateman,
Councilmember Jim Cooper, Councilmember Clark Gilman,
Councilmember Nathaniel Jones and Councilmember Lisa Parshley

Excused: 1 - Councilmember Renata Rollins

1.A ANNOUNCEMENTS

Community Planning & Development Director Keith Stahley gave an update on the public process regarding the Green Cove Park project.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

- 2.A** [19-0204](#) Special Recognition - Recommendation of Petra McDonnell-Ingoglia as the City of Olympia representative for the Association of Washington Cities Center for Quality Communities Scholarship

Strategic Communications Director Kellie Purce Braseth introduced the City of Olympia's proposed nominee for the Association of Washington Cities Center for Quality Communities Scholarship, Petra McDonnell-Ingoglia.

Ms. McDonnell-Ingoglia said a few words of thanks.

The recognition was received.

- 2.B** [19-0203](#) Special Recognition - Report on Recent Thurston County Code Blue Homeless Response during Hazardous Weather

Mr. Stahley reported on the Thurston County Code Blue Homeless Response during the recent hazardous weather event.

Thurston County Homeless and Affordable Housing Coordinator Keylee Marinou gave an overview of the Thurston County shelters and their functions during Code Blue.

Salvation Army Captain Mark Stearns shared efforts put forth for Code Blue. He thanked everyone who worked together as a team to help during the hazardous weather.

Mr. Stahley noted that in the future an interlocal agreement will come forward with the stakeholders that memorializes the Code Blue process.

Public Works Director Rich Hoey gave an overview of the City's snow and ice response.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Jerry Dierker, Esther Kronenberg, Jim Reeves, Jeremy Scott, Judith Da Silva, Joseph Da Silva, Regon Unsoeld, Lee Riner, Rachel Da Silva, and Robert Barnes.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION

Mr. Stahley reiterated the public process regarding the Green Cove Park project.

4. CONSENT CALENDAR

Mayor Pro Tem Bateman pulled Item 4.G for possible action at a later date.

- 4.A [19-0160](#) Approval of January 11, 2019 City Council Joint Meeting with District 22 Legislators Minutes

The minutes were adopted.

- 4.B [19-0207](#) Approval of January 11, 2019 City Council Retreat Meeting Minutes

The minutes were adopted.

- 4.C [19-0209](#) Approval of January 12, 2019 City Council Retreat Meeting Minutes

The minutes were adopted.

- 4.D [19-0194](#) Approval of January 30, 2019 Joint Elected Officials Sea Level Rise Meeting Minutes

The minutes were adopted.

- 4.E [19-0158](#) Approval of February 5, 2019 Study Session Meeting Minutes

The minutes were adopted.

- 4.F [19-0159](#) Approval of February 5, 2019 City Council Meeting Minutes

The minutes were adopted.

- 4.H [19-0146](#) Approval of a Resolution Authorizing a Grant Agreement between the City and Washington State Archives for Imaging Services to Digitize

Historic City Clerk Records

The resolution was adopted.

- 4.I [19-0138](#) Approval of a Coordinated Entry Program Funding Request

The decision was adopted.

4. SECOND READINGS (Ordinances)

- 4.J [19-0088](#) Approval of an Ordinance Amending Olympia Municipal Code 3.16.020 Clarifying Signatory Authority Related to Interlocal Agreements and Other Contracts

The ordinance was adopted on second reading.

- 4.K [19-0119](#) Approval of an Ordinance Amending the Olympia Municipal Code to Modify Masculine and/or Feminine Language to Gender-Neutral Pronouns and Job Titles

The ordinance was adopted on second reading.

Approval of the Consent Agenda

Mayor Pro Tem Bateman moved, seconded by Councilmember Parshley, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 6 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Jones and Councilmember Parshley

Excused: 1 - Councilmember Rollins

4. FIRST READINGS (Ordinances) - None

PULLED FROM CONSENT CALENDAR

- 4.G [19-0141](#) Approval of a Resolution Authorizing an Interlocal Agreement with Yakima County for Use of Jail Facilities and Services

The resolution was pulled for possible action at a later date.

5. PUBLIC HEARING

- 5.A [19-0067](#) Public Hearing on the Draft Olympia Sea Level Rise Response Plan

Water Resources Director Andy Haub gave an overview of the Sea Level Rise Response Plan.

Mayor Selby opened the public hearing at 8:29 p.m. The following people spoke: Janet Jordan and Bob Jacobs. The public hearing closed at 8:34 p.m.

The public hearing was held and left open for written comments until March 5.

6. OTHER BUSINESS - None

7. CONTINUED PUBLIC COMMENT - None

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

8.B CITY MANAGER'S REPORT AND REFERRALS

City Manager Steve Hall reported on:

- City staff working with Intercity Transit to find more space for busses.
- Keith Stahley's volunteer efforts during the Code Blue weather event.
- Council consensus for Councilmembers Cooper, Jones, and Mayor Pro Tem Bateman to interview finalists for the policy analyst position.

9. ADJOURNMENT

The meeting adjourned at 9:46 p.m.



City Council

Approval of a Resolution Authorizing the Lease of City-Owned Property Located at 911 Adams Street SE to the Northwest Eco-Building Guild

Agenda Date: 3/5/2019
Agenda Item Number: 4.B
File Number: 18-0795

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

Title

Approval of a Resolution Authorizing the Lease of City-Owned Property Located at 911 Adams Street SE to the Northwest Eco-Building Guild

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing the City Manager to execute all documents necessary to lease the property located at 911 Adams Street SE to the Northwest Eco-Building Guild, a Washington nonprofit corporation.

Report

Issue:

Whether to approve lease of the property located at 911 Adams Street SE to The Commons at Fertile Ground.

Staff Contact:

Mark Barber, City Attorney, 360.753.8338
Mike Reid, Economic Development Director, 360.753.8591

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

On August 3, 2018, the City of Olympia (City) acquired the real property located at 911 Adams Street SE, Olympia, Washington (the Property). Because of its location and zoning, the property is suitable for high-density residential development, economic development, library expansion or a park, all of which are stated needs and objectives in the City's Downtown Strategy.

The Northwest Eco-Building Guild, a Washington non-profit corporation, been a partner to the previous management of the property as it was used as a community garden, meeting space, and

food nook. Staff recommends the City enter into a lease agreement with The Northwest Eco-Building Guild so it may continue its current use while a long-term vision for the property is developed by the City.

Neighborhood/Community Interests (if known):

The EcoHouse, which is located on the property, offers the community affordable office, meeting, and event space options inside a green building and/or outdoors in a natural setting. Leasing of the property will allow the Northwest Eco-Building Guild to continue to provide this unique benefit to the community, while saving the City the expense of maintaining and monitoring the property.

Options:

1. Approve the Resolution authorizing the City Manager to execute all documents necessary to lease 911 Adams Street, SE, Olympia, Washington to The Northwest Eco-Building Guild, a Washington nonprofit corporation.
2. Do not authorize lease of 911 Adams Street, SE, Olympia, Washington to The Northwest Eco-Building Guild, a Washington nonprofit corporation. This will mean the property will stand vacant unless leased to another organization or company, or until the City develops and implements its long-term vision for the Property.

Financial Impact:

The lessee shall be responsible for maintenance and upkeep of the structures and landscaping upon the property. The proposed Lease Agreement also provides for the lessee to insure the premises and to add the City as an additional insured. A lease will save the City the expense of maintaining and monitoring the Property while the City determines its future use.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE NORTHWEST ECOBUILDING GUILD, A WASHINGTON NONPROFIT CORPORATION, FOR LEASE OF THE PROPERTY LOCATED AT 911 ADAMS STREET SE, OLYMPIA, WASHINGTON.

WHEREAS, on August 3, 2018, the City of Olympia (City) acquired the property located at 911 Adams Street SE, Olympia, Washington (the Property); and

WHEREAS, because of its location and zoning, the Property is suitable for high-density residential development, economic development, library expansion or a park, all of which are stated needs and objectives in the City's Downtown Strategy; and

WHEREAS, City staff and The Northwest Ecobuilding Guild, a Washington nonprofit corporation (The Guild), have negotiated terms and conditions for The Guild's lease of the Property; and

WHEREAS, the Olympia City Council determines it to be in the best interest of the City of Olympia to lease the Property to The Guild so it may continue its current use and serve the community while a long-term vision for the Property is developed by the City; and

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

1. The Olympia City Council hereby approves the Lease Agreement between the City of Olympia and The Northwest Ecobuilding Guild, a Washington nonprofit corporation, for lease of the property located at 911 Adams Street SE, Olympia, Washington upon the agreed terms within the Lease Agreement.
2. The City Manager is directed and authorized to execute on behalf of the City the Lease Agreement between the City of Olympia and The Northwest Ecobuilding Guild and any other documents necessary to execute said Lease Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Lease Agreement, or to correct any scrivener's errors.

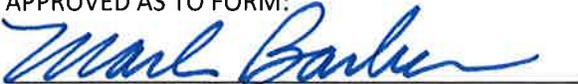
PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE NORTHWEST ECOBUILDING GUILD, A WASHINGTON NONPROFIT CORPORATION, FOR LEASE OF THE PROPERTY LOCATED AT 911 ADAMS STREET SE, OLYMPIA, WASHINGTON.

WHEREAS, on August 3, 2018, the City of Olympia (City) acquired the property located at 911 Adams Street SE, Olympia, Washington (the Property); and

WHEREAS, because of its location and zoning, the Property is suitable for high-density residential development, economic development, library expansion or a park, all of which are stated needs and objectives in the City's Downtown Strategy; and

WHEREAS, City staff and The Northwest Ecobuilding Guild, a Washington nonprofit corporation (The Guild), have negotiated terms and conditions for The Guild's lease of the Property; and

WHEREAS, the Olympia City Council determines it to be in the best interest of the City of Olympia to lease the Property to The Guild so it may continue its current use and serve the community while a long-term vision for the Property is developed by the City; and

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

1. The Olympia City Council hereby approves the Lease Agreement between the City of Olympia and The Northwest Ecobuilding Guild, a Washington nonprofit corporation, for lease of the property located at 911 Adams Street SE, Olympia, Washington upon the agreed terms within the Lease Agreement.
2. The City Manager is directed and authorized to execute on behalf of the City the Lease Agreement between the City of Olympia and The Northwest Ecobuilding Guild and any other documents necessary to execute said Lease Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Lease Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



**LEASE AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THE NORTHWEST ECOBUILDING GUILD**

THIS LEASE AGREEMENT is made and entered into between the City of Olympia, a Washington municipal corporation (hereinafter referred to as “OLYMPIA”), and the Northwest Ecobuilding Guild, a Washington nonprofit corporation, (hereinafter referred to as “THE GUILD”), and collectively referred to herein as “the Parties.”

On August 3, 2018, OLYMPIA acquired title to the real property at 911 Adams Street SE, Olympia, Washington. Because of its location and zoning, the property is suitable for high-density residential development, economic development, library expansion or a park, all of which are stated needs and objectives in OLYMPIA’s Downtown Strategy.

OLYMPIA desires to enter into a lease agreement so THE GUILD may continue its current use, while a long-term vision for the property is developed by OLYMPIA.

LEASE

1. **Premises.** In consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, OLYMPIA hereby leases to THE GUILD the real property and structures thereon commonly located at 911 Adams St SE, Olympia, Washington, and more specifically legally described as set forth in “Exhibit A,” which is attached hereto and incorporated by reference.
2. **Term of Lease.** This lease shall commence on March 1, 2019 and shall terminate on December 31, 2019. This lease may be extended upon mutual agreement of the Parties.
3. **Rent.** THE GUILD agrees to pay OLYMPIA, as rental payment hereunder, the annual total of **One Dollar and No Cents** (\$1.00) U.S. Payment shall be made by check payable to the City of Olympia and provided to OLYMPIA’s Accounts Receivable office located at 601 4th Ave E, P.O. Box 1967, Olympia, Washington 98507-1967.
4. **Annual Report.** THE GUILD agrees to provide OLYMPIA with a written annual report summarizing participation, and activities upon the leased premises, and the financial status of the organization each year. This report will be submitted by June 15 of each following calendar year to Mike Reid, Economic Development Director, City of Olympia, P.O. Box 1967, Olympia, Washington 98507-1967.
5. **Utilities.** THE GUILD agrees that it shall pay the cost of all utilities, including but not limited to water, sewer, gas, garbage, cable, internet and telephone service. The cost of



purchasing or leasing telephones and/or installing and maintaining same, cable or internet service, shall be the responsibility of THE GUILD.

6. Maintenance and Repair. THE GUILD shall provide janitorial services, to include vacuuming, emptying of garbage, washing of windows, dusting, and general cleaning, including maintenance of all landscaping upon the leased premises, including replacement of light bulbs, painting, interior repair, and toilet articles. THE GUILD is responsible for all repairs necessary due to the negligence of THE GUILD, its agents, invitees, contractors or employees.
7. Repairs and Alterations. THE GUILD agrees to keep the leased premises clean and in a sanitary condition, to repair and/or pay to repair any and all damage to the leased premises caused by THE GUILD, and upon surrendering possession, to leave the leased premises in good condition, except for ordinary wear and tear. THE GUILD will not make any alterations, additions, or improvements without prior written consent of OLYMPIA. THE GUILD will not commit any waste or damage of the leased premises.
8. Damage by Casualty. In the event said leased premises shall be destroyed or damaged by fire or other casualties so that the same shall be unfit for use or occupancy, then OLYMPIA shall, within fifteen (15) days after said casualty, notify THE GUILD whether or not OLYMPIA elects to rebuild the premises and lease it in the same manner. If OLYMPIA elects not to rebuild the premises, then this lease shall be terminated and all rents will be adjusted as of said date of OLYMPIA's decision. If OLYMPIA elects to rebuild the premises, then the rent shall be suspended for such period as THE GUILD is not in possession and until the premises can be made fit for THE GUILD's occupancy. OLYMPIA and THE GUILD hereby expressly waive their right of subrogation against the other party and waive their entire claim of recovery against the other party for loss, damage, or injury from fire or other casualty, included in the extended coverage insurance endorsement, whether due to negligence of any of the parties, their agents, or employees or otherwise.
9. Indemnification / Hold Harmless. THE GUILD shall defend, indemnify, and hold harmless OLYMPIA, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of THE GUILD's use of the premises, or from the conduct of THE GUILD's business, or from any activity, work or thing done, permitted, or suffered by THE GUILD in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of OLYMPIA . It is further specifically and expressly understood that the indemnification provided herein constitutes THE GUILD's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by THE GUILD and OLYMPIA. The provisions of this section shall survive the expiration or termination of this lease.

A handwritten mark or signature in the bottom right corner of the page, possibly a stylized letter or initials.



10. Insurance Requirements.

A. Insurance Term

THE GUILD shall procure and maintain for the duration of this lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with THE GUILD's operation and use of the leased premises.

B. No Limitation

THE GUILD's maintenance of insurance as required by this lease shall not be construed to limit the liability of THE GUILD to the coverage provided by such insurance, or otherwise limit OLYMPIA's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

THE GUILD shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. OLYMPIA shall be named as an additional insured on THE GUILD's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Property insurance shall be written on an all risk basis.

D. Minimum Amounts of Insurance

THE GUILD shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

E. Other Insurance Provisions

THE GUILD's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respects OLYMPIA. Any insurance, self-insurance, or self-insured pool coverage maintained by OLYMPIA shall be excess of THE GUILD's insurance and shall not contribute with it.

A handwritten mark or signature in the bottom right corner of the page.



F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. Verification of Coverage

THE GUILD shall furnish OLYMPIA with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of THE GUILD.

H. Waiver of Subrogation

THE GUILD and OLYMPIA hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

I. OLYMPIA's Property Insurance

OLYMPIA maintains property insurance covering any buildings or structures for its full replacement value.

J. Notice of Cancellation

THE GUILD shall provide OLYMPIA with written notice of any policy cancellation within two business days of its receipt of such notice.

K. Failure to Maintain Insurance

Failure on the part of THE GUILD to maintain the insurance as required shall constitute a material breach of lease, upon which OLYMPIA may, after giving five business days' notice to THE GUILD to correct the breach, terminate the lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to OLYMPIA on demand by THE GUILD.

L. Public Entity Full Availability of Lessee Limits

If THE GUILD maintains higher insurance limits than the minimums shown above, OLYMPIA shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by THE GUILD, irrespective of whether such limits maintained by THE GUILD are greater than those required by this lease or whether any certificate of insurance furnished to OLYMPIA evidences limits of liability lower than those maintained by THE GUILD.

2



M. Alcohol Sale or Consumption upon Leased Premises.

If alcohol is either sold or consumed on the leased premises, THE GUILD agrees to obtain Liquor Liability insurance in the amount of \$1,000,000 each occurrence. OLYMPIA shall be named as an additional insured on such insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on the leased premises with the prior written approval of OLYMPIA.

11. Publicity. THE GUILD agrees to provide OLYMPIA, specifically Kellie Purce Braseth, Strategic Communication Director, (360) 753-8361, with any and all publicity information affecting the Leased Premises.
12. Termination. This lease may be terminated in its entirety at any time by either party by thirty (30) days' notice in writing or email to the other party of such termination, as provided in Paragraph 21 of this lease.
13. Assignment and Subleasing. THE GUILD shall not assign this lease nor sublet the leased premises to subtenants or caretakers, without the express written approval of OLYMPIA, except that the term "subtenants" shall not include the use of the premises by third-party invitees of THE GUILD in exchange for a per-hour or per-day usage fee.
14. Furniture. THE GUILD shall provide, at its own expense, all furniture necessary for its possession and use in or upon the leased premises.
15. Rules. THE GUILD shall comply with all laws, statutes, rules, regulations, ordinances, and resolutions promulgated either by the federal government, State of Washington, or the City of Olympia. Such rules include any and all rules of operation and procedure issued by OLYMPIA. THE GUILD agrees that rental of any office space must meet all applicable state laws and codes of the City of Olympia.
16. Default. It is agreed that if THE GUILD shall abandon or vacate said leased premises before the end of the term, or if any rent shall be due and unpaid, or if default is made of any of the covenants and agreements to be performed by THE GUILD as set forth herein, then OLYMPIA may, at its option, enter upon said leased premises and re-let the same for such rent and upon such terms as OLYMPIA may see fit, and if the full rental herein shall not be realized by OLYMPIA over and above any expenses to OLYMPIA to such re-letting, THE GUILD will pay all deficiency promptly upon demand, or OLYMPIA may declare said lease terminated and forfeited and take possession of the said leased premises. THE GUILD agrees to pay reasonable attorney's fees and court costs should it be necessary to enforce any of OLYMPIA's remedies in this paragraph.
18. Audits. Upon request, THE GUILD shall make all financial information, including revenues and expenses, available to OLYMPIA. Financial reserves shall likewise be made available.



Any terms, conditions, or restrictions attached to operating or reserve funds shall be identified. Information must be itemized to show the revenues, expenses, and cash reserves of each component program of THE GUILD.

19. Equipment Failure. OLYMPIA shall not be responsible for financial and/or material loss of perishable food products as a result of mechanical or electrical failure or loss of any effects resulting from equipment failure.
20. Security of Premises. THE GUILD is responsible for securing all areas under its lease. OLYMPIA shall not be responsible for any loss sustained by THE GUILD as a result of failure to properly secure facilities. Additionally, THE GUILD will indemnify, defend and hold OLYMPIA harmless from any liabilities, claims, suits or damages for any and all loss sustained by OLYMPIA arising out of THE GUILD's failure to secure and protect the leased premises.
21. Notices. All notices required or given under this lease shall be given to the following persons:

LESSOR: City of Olympia
Contact Person: Mike Reid, Economic Development Director
Address: Olympia City Hall
601 4th Avenue East
PO Box 1967
Olympia, Washington 98507-1967
Telephone: (360) 753-8591
Email: mreid@ci.olympia.wa.us

LESSEE: Northwest Ecobuilding Guild
Contact Person: Chris van Daalen, Executive Director
Address: 120 State Ave NE #303
Olympia, Washington 98501
Telephone: (360) 789-9669
Email: Chris@EcoBuilding.org

22. Nondiscrimination. THE GUILD agrees it shall not discriminate in the provision or delivery of services, resources or facilities for use or rental of the property based upon age, sex, race, creed, color, sexual orientation or national origin, or the presence of any physical, mental or sensory disability or because of any other status protected from discrimination by state or federal law. THE GUILD also agrees that it shall not discriminate in the use of the property by community groups for meetings supporting or opposing a ballot measure or candidate to the extent that the facilities are made available on an equal access, nondiscriminatory basis to all groups, but that THE GUILD shall not permit community groups to use the property or facilities to produce materials (e.g., campaign signs, brochures, or mailers) that support or oppose a ballot measure.

2



23. Entire Agreement. This lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this agreement requested by either party may only be by mutual agreement, in writing signed by duly authorized representatives of the parties. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this lease shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
24. Interpretation/Venue/Jurisdiction. The rights and obligations of the parties and all interpretations and performance of this lease shall be governed in all respects by the laws of the State of Washington. Section headings are inserted for convenience only and shall not be used in any way to construe the terms of this lease. If any portion of this lease is ambiguous, this lease shall not be interpreted against any party, as both parties participated in its drafting. The parties agree that venue is proper in Thurston County, Washington and jurisdiction is in the Thurston County Superior Court.
25. Ratification. Any act consistent with the terms of this lease, but prior to its final execution is hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed, such parties acting by their representatives being duly authorized.

** SIGNATURES ON FOLLOWING PAGE **





EXHIBIT "A"
LEGAL DESCRIPTION

**LOTS 3 AND 4 IN BLOCK 39 OF SYLVESTER'S PLAT OF OLYMPIA, AS
RECORDED IN VOLUME 1 OF PLATS, PAGE 14.**

SITUATE IN THURSTON COUNTY, WASHINGTON.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – MANAGERS OR
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):	
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.	
Additional Premium:	Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, and only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury", caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Any offense which constitutes "personal and advertising injury" which is committed after you cease to be a tenant in that premises; or
3. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insured, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



City Council

Approval of a Resolution Authorizing an Agricultural Lease Agreement with Spooner Berry Farm for Lease of Property Lying Adjacent to Yelm Highway

Agenda Date: 3/5/2019
Agenda Item Number: 4.C
File Number: 19-0208

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

Title

Approval of a Resolution Authorizing an Agricultural Lease Agreement with Spooner Berry Farm for Lease of Property Lying Adjacent to Yelm Highway

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing an agricultural lease agreement with Spooner Berry Farm for lease of property lying adjacent to Yelm Highway and authorizing the City Manager to sign the agreement.

Report

Issue:

Whether to approve an agricultural lease agreement with Spooner Berry Farm for lease of property lying adjacent to Yelm Highway

Staff Contact:

Jonathon Turlove, Director of Parks Planning and Maintenance, 360.753.8068

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

On September 28, 2018, the City purchased an 83.01-acre property located at 3323 Yelm Highway SE for future public use as a community park. The property had been owned by James and Sandra Zahn who had leased a large portion of the property to Spooner Berry Farms for many years. The first phase of park development will likely not happen until 2024. In the intervening years before development, the City has an interest in leasing the portion of the property that is suitable for agriculture (approximately 42 acres) to Spooner Berry Farms. This would allow them to continue

operating their U-Pick strawberry farm and berry stand on the property during this period. The lease is \$13,650 for one year and can be renewed annually.

Neighborhood/Community Interests (if known):

While the City does not have data, anecdotally it appears that the Spooner Berry Farms farm stand and U-Pick strawberry farm are very popular and highly valued by the community.

Options:

1. Approve the resolution authorizing an agricultural lease agreement with Spooner Berry Farm for lease of property lying adjacent to Yelm Highway and authorizing the City Manager to sign the agreement.
2. Do not approve the resolution authorizing an agricultural lease agreement with Spooner Berry Farm for lease of property lying adjacent to Yelm Highway and authorizing the City Manager to sign the agreement.

Financial Impact:

The lease agreement will generate \$13,650 in revenue to the City. In addition, if Spooner Berry Farm did not lease and manage this property during the interim years before development, Parks staff would have to mow and maintain this property at a significant cost.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AN AGRICULTURAL LEASE AGREEMENT BETWEEN THE CITY OF OLYMPIA
AND TIM SPOONER AND SUE SPOONER, HUSBAND AND WIFE, D/B/A SPOONER BERRY
FARM, A SOLE PROPRIETORSHIP**

WHEREAS, on September 28, 2018, the City of Olympia (City) acquired approximately eighty-three (83) acres, including forty-two (42) acres, more or less, of undeveloped real property suitable for agricultural use commonly located adjacent to Yelm Hwy SE, in Thurston County, Washington (the Property); and

WHEREAS, for many years, Tim Spooner and Sue Spooner, husband and wife, D/B/A Spooner Berry Farm (the Spooners) leased a portion the Property for a U-Pick strawberry farm and berry stand; and

WHEREAS, City staff and the Spooners have negotiated terms and conditions for the Spooners' lease of forty-two (42) acres, more or less, of the Property for agricultural use; and

WHEREAS, the Olympia City Council determines it to be in the best interest of the City of Olympia to lease the Property to the Spooners so it may continue its current use and serve the community while a long-term vision for the Property is developed by the City; and

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

1. The Olympia City Council hereby approves the Agricultural Lease Agreement between the City of Olympia and Tim Spooner and Sue Spooner, husband and wife, D/B/A Spooner Berry Farm, for lease of the Property located adjacent to Yelm Hwy SE, in Thurston County, upon the agreed terms within the Agricultural Lease Agreement.
2. The City Manager is directed and authorized to execute on behalf of the City the Agricultural Lease Agreement between the City of Olympia and Tim Spooner and Sue Spooner, husband and wife, D/B/A Spooner Berry Farm and any other documents necessary to execute said Agricultural Lease Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agricultural Lease Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

AGRICULTURAL LEASE AGREEMENT

This AGRICULTURAL LEASE AGREEMENT ("Lease") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("Lessor"), and Tim Spooner and Sue Spooner, husband and wife, d/b/a Spooner Berry Farm, a sole proprietorship ("Lessee"), jointly referred to herein as "the Parties." This Lease shall not be effective until the "Effective Date" (as defined in Paragraph 13.15 below).

RECITALS

Lessor is the owner of approximately forty-two (42) acres, more or less, of undeveloped real property suitable for agricultural use commonly located adjacent to Yelm Hwy SE, in Thurston County, Washington, and legally described on **Exhibit "A"** (Legal Description) and as shown **Exhibit "B"** (Sketch of Leased Property), attached hereto and by this reference incorporated herein.

Lessee shall use the Leased Property for the sole purpose of cultivation and harvesting of agricultural crops, including sale of agricultural produce from a temporary structure commonly referred to as a berry stand, and vehicle parking associated therewith.

The signatories to this Lease acknowledge they are authorized to execute this Lease and any associated documents, and to correct scrivener's errors and other clerical errors or omissions that are otherwise in substantial conformance with this Lease.

The Parties now enter into this Lease to memorialize the terms and conditions under which Lessor will lease the real property to Lessees.

AGREEMENT

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

1. **Leased Property.** Lessor agrees to lease to Lessee approximately forty-two (42) acres, more or less, of undeveloped real property suitable for agricultural use commonly located adjacent to Yelm Hwy SE, in Thurston County, Washington, subject to all easements now existing or which the Lessor may grant in the future, and legally described in **Exhibit "A"** (legal description) and as shown on **Exhibit "B"** (general vicinity sketch), both attached hereto and by this reference incorporated herein. The real property described in Paragraph 1 of this Lease is hereafter referred to as the "Leased Property."

2. **Use and Occupancy.** The Parties agree that Lessee shall use the Leased Property herein for the cultivation, harvesting and sale of agricultural crops, to wit, strawberries, and for no other purpose or use without Lessor's express consent given in writing. Lessee further covenants and agrees as follows:

2.1 Any tillage or cultivation necessary to prepare an adequate seedbed shall be done in a manner to minimize soil erosion.

2.2 All crop debris and stubble may be left on the field following the harvest in accordance with normal agronomic practices specific to the crop.

2.3 Portions of the Property not in active cultivation shall be kept clean, tidy, and free of noxious weeds, and shall be mowed at least twice per year.

2.4 Lessee shall comply at all times with federal, state and local rules, regulations, statutes, ordinances and directives that may now or hereafter be applicable to the Leased Property, including but not limited to hazardous or toxic materials or fertilizers, pollution control and environmental matters, including (a) any laws and regulations governing water use, groundwater, wetlands and watersheds associated with the Leased Property; (b) any pesticide, herbicide, fertilizer or chemical record-keeping and reporting laws and regulations; (c) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; and (d) the Worker Protection Standard for Agricultural Pesticides. Lessee further agrees to be in strict compliance with all manufacturers' label instructions, use requirements and precautionary statements and warnings. Lessee agrees to use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the Leased Property and the environment. Lessee further agrees to dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers on the Leased Property. Annually Lessee agrees to provide Lessor with copies of records of pesticides, fertilizers, or other products applied upon the Leased Property, including the name of the product, date of application, and quantity.

2.5 Fertilizer applications shall be the responsibility of Lessee. Lessee shall apply nitrogen and fertilizer in accordance with recommendations for the specific crop. Lessor makes no guarantee as to the volume, condition, or quality of any agricultural product produced upon the Leased Property.

2.6 The use of any equipment, buildings or structures, which are the property of Lessor, is not included in the terms of this Agreement. Lessee shall be allowed to operate the existing berry stand on the Leased Property for the duration of this Lease. Any necessary repairs to the berry stand structure are the responsibility of Lessee. Any expansion of the berry stand or parking, or construction of new structures, shall be allowed only by the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor is not responsible for the replacement or repair of the berry stand structure, or any other equipment or structures owned by Lessee that may be lost due to theft, casualty, or destroyed or damaged by fire, flood or other cause, or to make rental adjustments in lieu of damage, loss or replacements.

2.7 Lessor shall not be responsible for any personal property owned by Lessee. Lessee shall have the right to place and remove irrigation equipment and portable buildings at Lessee's sole expense. Upon termination of this Lease, Lessee shall remove its personal property, including but not limited to its irrigation equipment and portable buildings at Lessee's sole expense within thirty (30) days of Lease termination, unless additional time is granted to Lessee by Lessor

in writing. In the event Lessee's personal property is not removed from the Leased Property within thirty (30) days of Lease termination, or such additional time as may be granted by Lessor in writing, then Lessee's personal property shall be deemed abandoned, and Lessee agrees it shall claim no further interest in said property and Lessor may use or dispose of said personal property as Lessor deems fit.

2.8 In the event of soil displacement or erosion, Lessor reserves the right to remove the affected areas from cultivation and the terms of this Lease, pursuant to the following procedure: (1) Lessor shall inform the Lessee of the problem and give Lessee seven (7) days to cure the problem. If, after seven (7) days the problem has not been cured to the satisfaction of Lessor, then Lessor reserves the right to fence off the area and re-seed if necessary at the sole expense of Lessee.

2.9 Lessee shall be permitted by Lessor to operate a "U-pick" berry business upon the Leased Property. The Lessee shall be responsible for assuring the Leased Property is safe for berry picking customers. Further, Lessee shall be responsible for any injuries incurred by its customers, invitees or guests, as a result of negligence by Lessee.

2.10 All materials and services related to the growing, harvest, or transportation of Lessee's agricultural crops shall be supplied by Lessee. Agricultural products include but are not limited to fertilizer, seed, fuel, lime, pesticides and soil tests.

3. Acceptance of Property As Is. Lessee accepts and acknowledges use and occupancy of the Leased Property in its "as is" condition.

4. Lease Term and Rent. The term of this Lease shall be for the period of one year beginning February 1, 2019 and ending January 31, 2020. The Parties may mutually extend the terms of this Lease in writing from year to year. Lessee agrees to pay Lessor annual rent for use of the Leased Property in the sum THREE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$325.00) per acre for forty-two (42) acres, in the total annual sum of THIRTEEN THOUSAND SIX HUNDRED AND FIFTY DOLLARS AND NO CENTS (\$13,650.00), which annual rent shall be due upon execution by the Parties of this Lease, and thereafter shall be due by February 1 upon extension of this Lease by the Parties.

5. Maintenance and Repairs. Lessee shall be responsible for all repairs to the Leased Property for any damage or injury resulting from the Lessee's actions, including but not limited to Lessee's irrigation system, well for irrigation purposes, well house, pump and electrical connections, berry stand, other temporary structures, portable toilets, or rodents or pest control.

6. Utilities. Lessee shall pay and be financially responsible for all utility services to the Leased Property, including but not limited to electricity, garbage and recycling, or portable toilets for sanitation purposes.

7. Insurance and Hold Harmless Agreement. Lessee shall defend, indemnify and hold Lessor, its agents, officers, officials, employees and volunteers harmless from any and all

claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Lessee under this Lease and upon the Leased Property, except for injuries and damages caused by the sole negligence of Lessor.

7.1 Should a court of competent jurisdiction determine that this Lease is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Lessee and the Lessor, its officers, officials, agents, employees, and volunteers, the Lessee's liability, including the duty and cost to defend, hereunder shall be only to the extent of Lessee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Lessee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Lease.

7.2 Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage or loss to property, which may arise from or in connection with this Lease, or acts of Lessees or their agents, representatives, or employees, on the following terms:

7.2.1 Lessee's maintenance of insurance as required by this Lease shall not be construed to limit the liability of Lessee to the coverage provided by such insurance, or otherwise limit Lessor's recourse to any remedy available at law or in equity.

7.2.2 Lessee shall obtain insurance of the types and coverage described below:

7.2.2.1 Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. Lessor shall be named as an additional insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessor of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.

7.2.2.2 Property insurance shall be written on an all risk basis.

7.3 Lessee shall maintain the following insurance limits:

7.3.1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

7.3.2. Property insurance shall be written covering the full value of Lessor's property and improvements with no coinsurance provisions.

7.4 Lessee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respects Lessor. Any insurance, self-insurance, or self-insurance pool coverage maintained by Lessor shall be excess of Lessee's insurance and shall not contribute with it.

7.5 Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

7.6 Lessee shall furnish Lessor with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Lessor.

7.7 Lessee and Lessor hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or any structure. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

7.8 Lessee shall provide Lessor with written notice of any policy cancellation within two (2) business days of its receipt of such notice.

7.9 Failure on the part of Lessee to maintain the insurance required shall constitute a material breach of this Lease, upon which Lessor may, after giving five (5) business days' notice to Lessee to correct the breach, to terminate the Lease or, at Lessor's discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to Lessor on demand by Lessee.

7.10 If Lessee maintains higher insurance limits than the minimums shown above, Lessor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Lessee, irrespective of whether such limits maintained by Lessee are greater than those required by this Lease or whether any certificate of insurance furnished to Lessor evidences limits of liability lower than those maintained by Lessee.

8. Acknowledgment and Acceptance.

8.1 In the event a leasehold tax is imposed upon Lessee's tenancy by the State of Washington during the term of this Lease, Lessee agrees to pay said leasehold tax amount to the City of Olympia for payment to the state, in addition to the annual rent set forth in Paragraph 4 herein. Failure to pay any such leasehold tax when due shall be grounds for termination of this Lease.

8.2 In the event Lessee causes any labor, material or services to be furnished in, on or about the Leased Property, or any part thereof, Lessee hereby agrees to pay, resolve, settle or compromise such liens or claims and to fully satisfy same to prevent or remove any liens against Lessor's Property. Lessee will not allow any lien to attach to the Leased Property. Lessee further agrees to fully indemnify and hold harmless the Lessor from all claims of liens against the Leased Property incurred by Lessee, including any attorney's fees, costs or other litigation expenses incurred by Lessor in connection with such claims of lien.

8.3 Lessee shall not enter into any leases, subleases, assignments, licenses, easements, occupancy agreements, or short-term stay arrangements with any person(s) or entities or other charge or consideration upon the Leased Property, without the express prior written consent of Lessor. Lessee agrees that Lessee shall solely use the Leased Property for agricultural purposes during the term of this Lease. The Parties further agree that this Lease shall be binding upon the heirs, assignees, or successors in interest of Lessee.

8.4 The Parties agree that Lessor may enter upon the Leased Property at any reasonable time for the purpose of inspecting the use, maintenance, or condition of the Leased Property or to consult with Lessee concerning repairs, improvements, or other reasonable purposes that do not interfere with Lessee's ability to carry out its farming operations.

8.5 Lessee covenants and agrees that any motorized vehicle of any kind or nature, whether owned or operated by Lessee, its employees, agents, contractors or their guests, shall be parked solely upon the Leased Property.

8.6 Any personal property of Lessee shall be stored upon the Leased Property. Lessee shall not store Lessee's personal property upon any adjacent property owned by Lessor.

8.7 Lessee and Lessor have all requisite power and authority to execute and deliver this Lease and to carry out its obligations hereunder and the transactions contemplated hereby. This Lease has been, and the documents contemplated hereby will be, duly executed and delivered by Lessor and Lessee and constitute their legal, valid and binding obligation enforceable against Lessor and Lessee in accordance with its terms.

9. Covenants of Lessees. Lessees covenant and agree as follows:

9.1 From the effective date of this Lease, Lessee will perform any monetary and non-monetary obligations they have regarding the Leased Property.

9.2 From the date of this Lease, Lessee will not grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Leased Property or any part thereof.

9.3 Lessee shall defend, indemnify, and hold Lessor harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and expenses (collectively, "Loss") arising out of the release or threatened release of Hazardous Substances on, under, above, or about the Leased Property by Lessee, except for any release or threatened release of any Hazardous Substance on, under, above, or about the Leased Property caused or contributed by Lessor, or any employee, agent, or contractor of Lessor.

9.4 The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," or "solid wastes" in any Environmental Law;

(b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; (d) chlorinated solvents; and (e) asbestos. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances.

9.5 Lessee covenants and agrees to comply with all statutes, codes, regulations, covenants or laws that may affect the use and occupancy of the Leased Property. This includes compliance with all local, state, and federal laws and regulations governing activities related to the application of pesticides and commercial fertilizers, the cultivation of crops and the compliance thereof, including following label directions in the handling and application of all chemicals used on the Leased Property, and to follow all applicator's licensing requirements. Lessee shall also comply with local, state, and federal laws and regulations pertaining to groundwater contamination. Violation of this covenant by Lessee shall be grounds for termination of this Lease.

9.6 Lessee shall not permit any nuisance upon the Leased Property or permit any waste or destruction of the Leased Property.

9.7 Lessee shall pay, protect, pay the defense costs of, indemnify and hold Lessor and its successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of Lessee set forth in this Lease, (b) the failure of Lessee to perform any obligation required by this Lease to be performed by Lessee, (c) the maintenance, and/or operation of the Leased Property by Lessee not in conformance with this Lease, or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of Lessee, its representatives, agents, employees, contractors or suppliers.

9.8 Lessee shall permit Lessor or its agents, employees, officials, officers or contractors to access the Leased Property for the purpose of any environmental studies including, but not limited to Mazama pocket gophers, stream buffers, oak trees or other environmental studies or work for restoration purposes that is required by permitting agencies.

9.9 Lessee is an independent contractor for all purposes, including worker's compensation, and is not an employee or agent of Lessor. Lessor agrees that Lessee shall have the sole control of the method, hours worked, time and manner of any normal operations necessary to grow an agricultural crop to be performed upon the Leased Property, and Lessor takes no responsibility for supervision or direction of the performance of any of the operations to be performed by the undersigned Lessee or the Lessee's employees or agents.

10. Casualty. If any fire, windstorm, earthquake, volcanic eruption or casualty occurs and materially affects all or any portion of the Leased Property on or after the date of this Lease, Lessor is under no duty or obligation to repair, replace or rebuild any personal property, structure, or outbuilding owned by Lessee, which is located upon the Leased Property.

11. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by

any party (collectively, "Notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express, UPS, USPS or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Lessor: Steven R. Hall, City Manager
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Email: shall@ci.olympia.wa.us

With a copy to: Mark Barber, City Attorney
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Email: mbarber@ci.olympia.wa.us

To Lessee: Tim Spooner and Sue Spooner
d/b/a Spooner Berry Farm
8308 – 83rd Ave SE
Olympia, WA 98513
Email: strawspoon@aol.com

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

12. Event of Default. In the event of a default under this Lease by Lessee (including a breach of any representation, warranty or covenant set forth herein), Lessor shall be entitled, in addition to all other remedies, to seek monetary damages and specific performance of Lessee's obligations hereunder or termination of this Lease.

13. Miscellaneous.

13.1 This Lease shall in all respects, shall be governed by the laws of the State of Washington.

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

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

13.4 All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assigns, if applicable. No assignment shall be permitted by Lessee of this Lease unless by prior written consent by Lessor.

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

13.6 Should either party bring suit to enforce the terms of this Lease, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

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

13.8 If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

13.9 The covenants, agreements, obligations to indemnify, representations and warranties made in this Lease shall survive unimpaired. The Parties agree this Lease shall not be recorded, but a Memorandum of Lease may be recorded at the request of a party.

13.10 Time is of the essence of every provision of this Lease.

13.11 All of Lessee's personal property, of any kind or description whatsoever that is on the Leased Property shall be at Lessee's sole risk of loss. Lessor shall not insure Lessee's personal property of whatever kind or nature. Lessee must obtain any such insurance.

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

13.13 The Recitals set forth above are incorporated by this reference into this Lease and are made a part hereof.

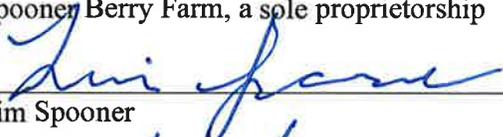
13.14 This Lease may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Lease; but in making proof of this Lease, it shall not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from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

13.15 The term "date of this Lease" or "date hereof" or "Effective Date," as used in this Lease, shall mean the later of the following dates: (1) the date of Lessor's signature on this Lease; or (2) the date of Lessee's signatures on this Lease.

[Signatures appear on the following page]

LESSEE:

TIM SPOONER and SUE SPOONER,
and the marital composed thereof, d/b/a
Spoooner Berry Farm, a sole proprietorship



Tim Spooner

Date: 2/22/2019



Sue Spooner

Date: 2/22/2019

LESSOR:

CITY OF OLYMPIA, a Washington
municipal corporation

Steven R. Hall, City Manager

Date: _____

APPROVED AS TO FORM:



Mark Barber, City Attorney

Date: 2/22/2019

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that **Tim Spooner** and **Sue Spooner**, husband and wife, are the persons who appeared before me, and that said persons acknowledged that they signed this instrument, and on oath stated that they are authorized to execute this instrument, and acknowledged it as their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 22nd day of February 2019.



Amber Coleman
Signature
Name (typed or printed): Amber Coleman
NOTARY PUBLIC in and for the State of
Washington
Residing at Olympia, WA
My appointment expires: 6/20/2020

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that **Steven R. Hall**, is the person who appeared before me, and as City Manager for the City of Olympia, Washington, on behalf of said municipal corporation and with authority to sign same, acknowledged that he signed this instrument, and on oath stated that he was authorized to execute this instrument, and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____ 2019.

Signature
Name (typed or printed): _____
NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My appointment expires: _____

EXHIBIT A
(Legal Description)

Lease Area as shown on attached Exhibit B (Sketch of Leased Property), being depicted as the outlined and diagonal hatched area. Said Lease Area lies within:

Parcel B of Boundary Line Adjustment No. BLA -1644, as recorded February 28, 1995, under Auditor's File No. 9502280027, record of Thurston County, Washington, said Parcel B being a portion of the Southeast Quarter of Section 31, Township 18 North, Range 1 West, W.M.;

And

Parcel A of Boundary Line Adjustment No. BLA-03-105181TC as recorded September 12, 2003 under Auditor's File No. 3574063, records of Thurston County, Washington, said Parcel A being a portion of the Northeast Quarter of Section 6, Township 17 North, Range 1 West, W.M.

EXHIBIT B
(Sketch of Leased Property)





City Council

Approval of a Resolution Authorizing an Interlocal Cooperative Emergency Management Agreement Related to Regional Mutual Aid

Agenda Date: 3/5/2019
Agenda Item Number: 4.D
File Number: 19-0149

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

Title

Approval of a Resolution Authorizing an Interlocal Cooperative Emergency Management Agreement Related to Regional Mutual Aid

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing an interlocal cooperative emergency management agreement related to regional mutual aid and directing the City Manager to sign the agreement

Report

Issue:

Whether to approve the Interlocal Cooperative Emergency Management Agreement.

Staff Contact:

Patrick Knouff, Emergency Management Coordinator, Olympia Fire Department 360.709.2701

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The sharing of resources in the time of disaster is a principle that local and regional emergency management plans have built upon for years. This sharing of resources has become all the more important as we have seen how difficult large events such as Superstorm Sandy can be to manage. We have also seen that smaller, local events can benefit from the sharing of resources in a timely manner. Having an omnibus mutual aid agreement executed before a disaster is one of the tools Emergency Managers use to protect citizens.

This agreement applies to Homeland Security Region 3, which is composed of the cities, counties and tribes in Thurston, Lewis, Mason, Grays Harbor, and Pacific counties that choose to work together in Emergency Management. The region has been in place since 2001. The original

agreement was signed in 2008, renewed in 2013, and has reached its expiration. This request is to sign a new agreement for an additional five years. There are no other changes to the agreement.

The Region 3 agreement is an overarching agreement that allows the sharing of available resources by Emergency Management entities that have opted into the agreement. This agreement could be invoked where there are no other more specific agreements for mutual aid in place. Having this agreement in place clears up some of the complex legal discussions that should take place when resources are needed in an emergency. Often, these discussions are overlooked due to the dire need at the time or worse, the needed aid is never sent, because an agreement is not in place.

The agreement provides the structure for a Regional Incident Management Team (IMT) to exist. The Olympia Fire Department contributes to employees to the IMT. The IMT has deployed for line-of-duty deaths, search and rescue, flooding, landslides, etc. Regional resources associated with the IMT are available to all signatories.

Neighborhood/Community Interests (if known):

N/A

Options:

Option 1 - Approve the agreement and direct the City Manager to sign the document.

Implications

1. Ability to request or provide resources to agreement signatories in a legally reviewed manner.
2. The agreement is consistent with the City Council's priority to improve effectiveness of government by working together.

Option 2 - Reject the agreement

Implications

1. Inability to request or provide resources to agreement signatories in a legally reviewed manner.
2. If resources are provided or accepted without this agreement in place, there is potential for liabilities to occur for both the borrower and lender.

Financial Impact:

None. In addition to the other items detailed in the background portion, this agreement streamlines the federal reimbursement process during federally declared disasters by providing a structure for documenting the costs associated with inter-jurisdictional resource sharing.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A MUTUAL AID OMNIBUS AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE MEMBER ENTITIES OF THE WASHINGTON STATE HOMELAND SECURITY REGION 3 COUNTIES OF GRAYS HARBOR, LEWIS, MASON, PACIFIC AND THURSTON.

WHEREAS, the City of Olympia has an interest in the establishment of an Omnibus Agreement to facilitate and encourage assistance among Members to this agreement; and

WHEREAS, in the event of an emergency, a Member to the Omnibus Agreement may need assistance in the form of supplemental personnel, equipment, materials or other support; and

WHEREAS, each Member may own and maintain equipment, stock materials and employ trained personnel for a variety of public services and shall, under certain conditions, lend its supplies equipment and services to other Members in the event of an emergency; and

WHEREAS, the proximity of the Members to each other enables them to provide expedited assistance to each other;

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

1. The Olympia City Council hereby approves the form of Omnibus Agreement between the City of Olympia and member entities of the Washington State Homeland Security Region 3 counties of Grays Harbor, Lewis, Mason, Pacific, and Thurston for mutual aid and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Omnibus Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

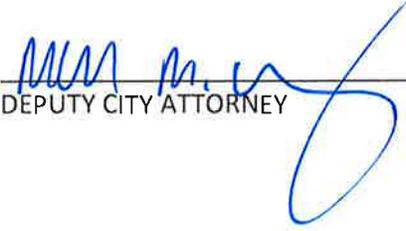
PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

Region 3 Mutual Aid Agreement
Omnibus Agreement

This OMNIBUS AGREEMENT is made and entered into by the undersigned counties, cities, tribes, political subdivisions, and state institutions of higher education located in or contiguous with the Washington State Homeland Security Region 3 counties of Grays Harbor, Lewis, Mason, Pacific, and Thurston – hereafter referred to as “Members” - to enable them to provide assistance to each other as requested.

WHEREAS, the Members have expressed a mutual interest in the establishment of an Omnibus Agreement to facilitate and encourage assistance among Members to this agreement; and

WHEREAS, in the event of an emergency, a Member to this Omnibus Agreement may need assistance in the form of supplemental personnel, equipment, materials or other support; and

WHEREAS, each Member may own and maintain equipment, stock materials and employ trained personnel for a variety of public services and shall, under certain conditions, lend its supplies, equipment and services to other Members in the event of an emergency; and

WHEREAS, the proximity of the Members to each other enables them to provide expedited assistance to each other.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned Member agrees as follows:

Article 1 - APPLICABILITY

This Omnibus Agreement is available for execution to all counties, cities, tribes, other political subdivisions, and state institutions of higher education located within, or contiguous with, the counties mentioned above. Execution of this Omnibus Agreement shall occur when the Member signs an identical version of this Omnibus Agreement.

Article 2 - DEFINITIONS

- A. Asset means anything that has value to the organization. Assets are defined, but not limited to, any function or department, including, but not limited to Law Enforcement, Fire Service, Public Works, Health Services, Social Services, Building Officials, Engineers, Information Services, Adult Detention, and Craft or Tradesmen.
- B. Assistance means employees, services, equipment, materials, or supplies offered during incidents, emergencies or disasters by the Lender and accepted by the Borrower to assist in maintaining or restoring normal services when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, terrorism/sabotage and other occurrences where assistance from other Members is necessary or advisable, as

mutually determined by the lending Member and requesting Member. Assistance may also be offered to support training, drills and exercises.

- C. Assistance Costs means any expenses that extend beyond the first eight (8) hours (usual and customary costs) incurred by the Lender in providing any asset requested. After eight (8) hours, the borrower incurs all costs associated with the borrowed asset(s). For this Agreement, the computation of time begins when the lending agency agrees to provide resources by mobilizing the same. Further agreements regarding costs are addressed herein in Article 11, "Payment for Services and Assistance".
- D. Borrower means a member county, city, tribe, other political subdivision, or state institution of higher education that has adopted, signed and subscribes to this Omnibus Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Omnibus Agreement.
- E. Contact Person(s) means the person or persons designated by each Member to request Emergency Assistance from or grant Emergency Assistance to another Member pursuant to the terms of this Omnibus Agreement.
- F. Counterparts: This Agreement may be executed in counterparts and by facsimile signature with the same force and effect as if all original signatures were set forth in a single document. The Regional Lead Coordinating Agency shall maintain an original and/or a copy of each signature sheet for each participant.
- G. Designated representative shall be identified and designated by each Member to serve as the representative of their respective Member in any meeting to work out the language or implementation issues of this Omnibus Agreement.
- H. Emergency includes, but is not limited to, any human-caused or natural event or circumstance within the area of operation of any participating Member causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of any affected Member or Members, in terms of personnel, equipment and facilities, thereby requiring assistance.
- I. Emergency Contact Information Form is the form to be submitted to the Regional Lead Coordinating Agency and Designated Representative by each Member listing names, addresses, and 24 hour phone numbers of the Contact Person(s) of each Member. Alternatively, the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Contact Person(s) is acceptable.
- J. Event refers to an incident, emergency, disaster, training, drill or exercise which causes a Borrower to request assistance from a Lender under this Omnibus Agreement.

- K. Execution means an action, whereupon the occurrence of which comes after a Member has followed an approved legal process.
- L. Institution of higher education means a state university, regional university, The Evergreen State College, community college, or technical college authorized under Title 28B RCW of the State of Washington, Higher Education.
- M. Lender means a Member who has subscribed to this Omnibus Agreement and has agreed to deliver assistance to another Member pursuant to the terms and conditions of this Omnibus Agreement.
- N. Omnibus Agreement means identical agreements executed in counterparts, which bind the executing Member to its terms and conditions to provide and receive assistance. The terms and conditions of the Omnibus Agreements are all identical and the execution of an Omnibus Agreement by a Member binds that Member to all other Members who have executed an identical Omnibus Agreement in counterparts. To be effective for purposes of receiving assistance, this Omnibus Agreement must be fully executed and received by the Subscribing Member's Designated Representative.
- O. Member as a term used in this Agreement refers to any function, agency, department, county or city government and their departments and agencies, tribes, other political subdivisions, and state institutions of higher education, including, but not limited to, Law Enforcement, Fire Service, Public Works, Health Services, Social Services, Building Officials, Engineers, Information Services, Adult Detention, and Craft or Tradesmen.
- P. Political Subdivision includes, but is not limited to, any county, city or town, tribe, fire district, port, public utility district, or school district.
- Q. Repository Agency is the Regional Lead Coordinating Agency, or Thurston County, in the absence of a regional organization. This agency shall maintain records, lists, etc. relative to this Omnibus Agreement.
- R. Termination Date is the date upon which this Agreement terminates pursuant to Article 29, herein.

Article 3 - PARTICIPATION

Participation in this Omnibus Agreement is purely voluntary. Execution of this Agreement is therefore not legally binding on a Member until the Member agrees to become a lender or borrower in accordance with its terms. Once this Omnibus Agreement is executed, Members are obliged to disclose the qualification(s) and training level of personnel identified to provide assistance.

No Member shall be liable to another Member for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this

Omnibus Agreement, except to make payment if applicable, as specified in Article 11 of this Omnibus Agreement. However, Members who execute the Omnibus Agreement are encouraged to:

- A. Ensure that other Members have their organization's most current Emergency Contact Information, and possess a good understanding about how to request assistance under this Agreement.
- B. Participate in scheduled meetings, coordinate training, as well as plan for operations and implementation issues to the extent possible.
- C. Operate under the principles of the National Incident Management System (NIMS) and the Incident Command System (ICS).

Article 4 - ROLE OF DESIGNATED REPRESENTATIVE OF MEMBERS

Members agree to identify a Designated Representative who shall serve on behalf of their respective Member to clarify language or implementation issues of this Omnibus Agreement.

The Designated Representative of each Member shall:

- A. Participate in any meetings convened on the implementation of this Omnibus Agreement.
- B. Obtain and communicate to relevant Member departments the discussion items and decisions of the meeting, as they bear on interoperability among Members.
- C. Maintain a copy of this Omnibus Agreement (including amendments) and a list of the Members. The Designated Representative of the Regional Lead Coordinating Agency shall maintain a master copy of the agreement and accompanying original Member signature pages.
- D. The Designated Representative of the Regional Lead Coordinating Agency shall ensure that each Member has a copy of the signature page of newly executed Omnibus Agreement(s).
- E. The Designated Representative of the Regional Lead Coordinating Agency shall provide each Member with copies of the Emergency Contact Information Forms provided by the other Members. The Designated Representative of each Member shall ensure that the Regional Lead Coordinating Agency has current Emergency Contact Information for their respective Member.
- F. The Designated Representative of each Member shall notify the Lead Coordinating Agency in writing upon their Member's termination of participation in this Omnibus Agreement. In turn, the Designated Representative of the Regional Lead Coordinating Agency shall notify all Members whenever a Member terminates its participation in this Omnibus Agreement.

- G. Maintain and distribute checklists to assist Members in the planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

Article 5 - REQUESTS FOR ASSISTANCE

A Member may request assistance of other participating Members in preventing, mitigating, responding to and recovering from incidents, emergencies, disasters, or in concert with drills or exercises. Requests for assistance shall be directed to the designated contact person(s) on the contact list provided by the Members. Verbal requests shall be followed up with a written request as soon as practical or within thirty (30) days. The extent to which the Lender provides any assistance shall be at the Lender's sole discretion. In the event the emergency impacts a large geographical area that activates either Federal or State emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such Federal and State laws.

Article 6 - GENERAL NATURE OF ASSISTANCE

Assistance shall be in the form of resources, such as equipment, supplies, and personnel or the direct provision of services. The execution of the Omnibus Agreement shall not create any duty to respond on the part of any Member. A Member shall not be held liable to any other Member for failing to provide assistance. A Member has the absolute discretion to decline to provide any requested assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are "borrowed", with reimbursement (if applicable) and terms of exchange varying with the type of resource as defined in Articles 7 and 8. The Members hereto recognize that time is critical during an emergency and diligent efforts shall be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available. A subscribing Member maintains the option of submitting a request for assistance directly to the State or Federal government or through any other mutual aid agreement or compact the Member agency is party to.

Article 7 - LOANS OF EQUIPMENT

At the sole discretion of the Lender, equipment may be made available upon request of a Member. Equipment and tool loans are subject to the following conditions:

- A. Assets and equipment of a Lender shall continue under the command and control of the Lender, but shall be under the operational control of the appropriate officials within the incident management system of the Borrower.
- B. At the option of the Lender, loaned equipment may be loaned with an operator. See Article 8 for terms and conditions applicable to use of borrowed personnel.
- C. Loaned equipment shall be returned to the Lender upon release by the Borrower, or immediately upon the Borrower's receipt of an oral or written notice from the Lender for the return of the equipment. When notified to return equipment to a Lender, the Borrower shall make every effort to return the equipment to the Lender's possession within 24 hours following notification.

- D. Borrower shall, at its own expense, provide consumable supplies needed to operate equipment unless mutually agreed upon otherwise. The Borrower shall take proper precaution in its operation, storage and maintenance of Lender's equipment. Members are responsible to ensure that Equipment shall be used only by properly trained and supervised operators. Lender shall endeavor to provide equipment in good working order. All equipment is provided "as is", with no representations or warranties as to its fitness for particular purpose.
- E. Lender's cost related to the transportation, handling, and loading/unloading of equipment shall be borne by the Borrower unless mutually agreed upon otherwise. Lender shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for Lender's employees who perform such services.
- F. Without prejudice to a Lender's right to indemnification under Article 12, in the event loaned equipment is lost or damaged while being dispatched to Borrower, or while in the custody and use of the Borrower, or while being returned to the Lender, Borrower shall reimburse the Lender for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired within a time period indicated by the Lender, then Borrower shall reimburse Lender for the cost of replacing such equipment with equipment that is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of the Lender. If Lender must lease or rent a piece of equipment while the Lender's equipment is being repaired or replaced, Borrower shall reimburse Lender for such costs. Borrower shall have the right of subrogation for all claims against persons other than Members to this Omnibus Agreement who may be responsible in whole or in part for damage to the equipment. No Member shall be liable for damage caused by the sole negligence of another Member's operator(s).

Article 8 - LOANS OF PERSONNEL

Any Lender personnel providing assistance to Borrower shall remain under the command and control of the Lender, to include medical protocols, standard operating procedures and other protocols. The organizational units shall be under the operational control of the appropriate authorities within the incident management system of the Borrower. Lender shall not be liable for cessation or slowdown of work if Lender's employees decline or are reluctant to perform any assigned tasks if said employees judge such task to be unsafe. A request for loaned personnel to direct the activities of others during a particular response operation does not relieve the Borrower of any responsibility or create any liability on the part of the Lender for decisions and/or consequences of the Borrower's response operation. When supervisory personnel are loaned, the lender may make stipulations on the scope and duties of supervisory personnel loaned.

Any valid licenses, certifications, or other permits issued to Lender personnel by Lender or Lender's state, evidencing qualification in a professional, mechanical or other skill, may be recognized by the Borrower during the term of the event and for purposes related to the event. When notified to return personnel to a Lender, the Borrower shall make every effort to return the personnel to the Lender immediately after notification.

The Lender must ensure that loaned personnel have the ability, skill, and certification necessary to perform the work required and may be obliged to disclose the qualification(s) and training level of personnel identified to provide assistance.

The Members' Designated Representative shall develop planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

Article 9 - RECORD KEEPING

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by the Lender shall be recorded on a shift-by-shift basis by the Lender and/or the loaned employee(s) and shall be provided to the Borrower as needed. If no personnel are loaned, the Lender shall provide shipping records for materials and equipment, and the Borrower is responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

Article 10 - INDEPENDENT CONTRACTOR

Lender shall be and operate as an independent contractor of Borrower in the performance of any assistance. Employees of Lender shall, at all times while providing assistance, continue to be employees of Lender and shall not be deemed employees of Borrower for any purpose. Wages, hours, and other terms and conditions of employment of Lender shall remain applicable to all of its employees who provide assistance. Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Lender's employees. The costs associated with borrowed personnel are subject to the reimbursement process outlined in Article 11. In no event, shall Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of, or as agent for Borrower under or by virtue of this Omnibus Agreement.

Article 11 - PAYMENT FOR SERVICES AND ASSISTANCE

When a request for assistance is made, the Lender and Borrower will determine if reimbursement for services will be requested. Optimally, payment terms and conditions will be negotiated and agreed on at the time of the initial request, but if more time is necessary, any payment terms must be agreed upon within thirty (30) days of the request. In many cases, the Lender and Borrower will agree no reimbursement is necessary.

When reimbursement has been negotiated, the Borrower shall pay the Lender for all valid and invoiced Assistance Costs within sixty (60) days of receipt of the Lender's invoice. If this presents a hardship, the Borrower can make a request to the Lender to revise the payment timeframe. In the event Lender provides equipment, supplies or parts, the Lender shall have the option to accept payment of cash or in kind for the equipment, supplies or parts supplied.

Verbal requests shall be followed up with a written request as soon as practical or within thirty (30) days.

Article 12 - INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. **INDEMNIFICATION.** Except as provided in section B, to the fullest extent permitted by applicable law, the Borrower releases and shall indemnify, hold harmless and defend each Lender, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing assistance to the Borrower, whether arising before, during or after performance of the assistance and whether suffered by any of the Members or any other person or entity.

The Borrower agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Borrower, by mutual negotiation, hereby waives, as respects any indemnity only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington.

- B. **ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.** Any Member shall not be required under this Omnibus Agreement to indemnify, hold harmless and defend any other Member from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Member's officers, employees, or agents acting in bad faith or performing activities beyond the scope of their training or duties.
- C. **LIABILITY FOR PARTICIPATION.** In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of assistance through this Omnibus Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Omnibus Agreement whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Omnibus Agreement.
- D. **DELAY/FAILURE TO RESPOND.** No Member shall be liable to another Member for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement.
- E. **DISPUTE RESOLUTION PROCEDURES.** Each Member seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify the Borrower of such claim and shall not settle such claim without the prior consent of Borrower, which consent shall not be unreasonably withheld. Such Member shall have the right to participate in the defense of said claim to the extent of its own interest. Member's personnel shall cooperate and participate in legal proceedings if so requested by the Borrower, and/or required by a court of competent jurisdiction.

Article 13 - SUBROGATION

- A. **BORROWER'S WAIVER.** Borrower expressly waives any rights of subrogation against the Lender, which it may have on account of, or in connection with, the Lender providing assistance to the Borrower under this Omnibus Agreement.
- B. **LENDER'S RESERVATION AND WAIVER.** Lender expressly reserves its right to subrogation against the Borrower to the extent the Lender incurs any self-insured, self-insured retention or deductible loss. The Lender expressly waives its rights to subrogation for all insured losses only to the extent the Lender's insurance policies permit such waiver.

Article 14 - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS

Lender's employees, officers or agents, made available to Borrower, shall remain the general employee of Lender while engaged in carrying out duties, functions or activities pursuant to this Omnibus Agreement, and each Member shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Member shall provide worker's compensation in compliance with statutory requirements of the State of Washington.

Article 15 - GOVERNMENTAL AUTHORITY

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or as amended, of all governmental authorities having jurisdiction over the events covered by this Omnibus Agreement. A Member and its employees providing assistance under this Agreement shall be entitled to all privileges and immunities from liability as are authorized by the Washington Emergency Management Act, Chapter 38.52 RCW and Federal law.

Article 16 - NO DEDICATION OF FACILITIES

No undertaking by one Member to the other Member under any provision of this Omnibus Agreement shall constitute a dedication of the facilities or assets of such Member, or any portion thereof, to the public or to the other Member. Nothing in this Omnibus Agreement shall be construed to give a Member any right of ownership, possession, use or control of the facilities or assets of the other Member.

Article 17 - NO PARTNERSHIP

This Omnibus Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Members or to impose any partnership obligation or liability upon any Member. Further, no Member shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Member.

Article 18 - NO THIRD MEMBER BENEFICIARY

Nothing in this Omnibus Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Members. This Omnibus Agreement shall not release or discharge any obligation or liability of any third party to any Member.

Article 19 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, though prior agreements of the Members may take precedent over certain concepts outlined in this Agreement.

Article 20 - SUCCESSORS AND ASSIGNS

This Omnibus Agreement is not transferable or assignable, in whole or in part, and any Member may terminate its participation in this Omnibus Agreement subject to Article 29.

Article 21 - GOVERNING LAW

This Omnibus Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington.

Article 22 - VENUE

Any action which may arise out of this Omnibus Agreement shall be brought in the courts of the State of Washington.

Article 23 - TORT CLAIMS

It is not the intention of this Omnibus Agreement to remove from any of the Members any protection provided by any applicable Tort Claims Act. However, between Borrower and Lender, the Borrower retains full liability to the Lender for any claims brought against the Lender as described in other provisions of this Omnibus Agreement.

Article 24 - WAIVER OF RIGHTS

Any waiver at any time by any Member of its rights with respect to a default under this Omnibus Agreement, or with respect to any other matter arising in connection with this Omnibus Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Omnibus Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

Article 25 - SEVERABILITY

Should a court of competent jurisdiction rule any portion, section or subsection of this Omnibus Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.

Article 26 - NON EXCLUSIVENESS AND ADDITIONAL AGREEMENTS

This Omnibus Agreement is not intended to be exclusive among the Members. Any Member may enter into separate assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under the Omnibus Agreement. To the extent that prior agreements between Members are inconsistent with this Agreement, prior agreements for assistance between the counties, cities, tribes, other political subdivisions, or state institutions of higher education hereto shall supersede this Omnibus Agreement, until and unless any inconsistencies of the prior agreements are reconciled by the Members.

Article 27 - MODIFICATIONS

No provision of this Omnibus Agreement may be modified, altered, or rescinded by any individual Member without 2/3 affirmative concurrence of the Members to this Agreement. Modifications to this Omnibus Agreement must be in writing, must be approved by a 2/3 affirmative vote of the Members, and must be signed by the Designated Representative of each Member.

Article 28 - NOTICES

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Omnibus Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, or (iii) sent by United States Mail, postage prepaid, to the Designated Representative or equivalent for all Members at the address designated in the organization's Emergency Contact Information Form.

Article 29 - TERM AND TERMINATION

- A. This Omnibus Agreement is effective upon execution by two or more Members commencing January 10, 2019, and shall remain in effect until December 31, 2023. Thereafter, unless otherwise agreed upon, the agreement may be extended in five (5) year increments upon concurrence of the signatory Members.
- B. A Member opting to terminate this Omnibus Agreement shall provide written termination notification to the Regional Lead Coordinating Agency for all Members. Notice of termination becomes effective upon receipt by the Regional Lead Coordinating Agency. Any terminating Member shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Member hereto has caused this Omnibus Agreement for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures.

ADOPTED: _____
(Date)

AGENCY NAME:

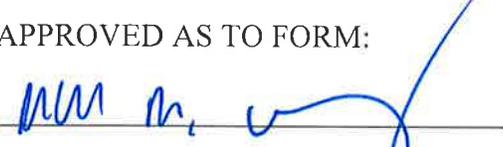
ATTEST:

By: (Title) _____

Signature

Title

APPROVED AS TO FORM:



By: (Title) Deputy City Attorney

Signature

Title

Signature

Title



City Council

Public Hearing on an Ordinance Adjusting Multi -Family Tax Exemption Area Boundaries

Agenda Date: 3/5/2019
Agenda Item Number: 5.A
File Number: 19-0143

Type: public hearing **Version:** 1 **Status:** Public Hearing

Title

Public Hearing on an Ordinance Adjusting Multi-Family Tax Exemption Area Boundaries

Recommended Action

Committee Recommendation:

Land Use and Environment Committee recommends adoption of the ordinance adding territory to the Eastside Residential Target Area eligible for multi-family tax exemption as authorized in Chapter 5.86 OMC.

City Manager Recommendation:

Hold a public hearing on the proposed ordinance adding territory to the Eastside Residential Target Area for the Multi-family Tax Exemption Program. Close the hearing and move to approve the ordinance on first reading and forward to second reading.

Report

Issue:

Whether to hold a public hearing on an ordinance adding territory to the Eastside Residential Target Area for the City's Multi-family Tax Exemption Program.

Staff Contact:

Leonard Bauer, Deputy Director, Community Planning & Development, 360.753.8206

Presenter(s):

Leonard Bauer, Deputy Director, Community Planning & Development

Background and Analysis:

State law authorizes the City of Olympia to adopt a multi-family housing tax exemption program (RCW 84.14). Olympia's Multi-Family Tax Exemption (MFTE) provisions are codified in Olympia Municipal Code Chapter 5.86.

The City Council first adopted the MFTE provisions in August 1997 (Ordinance 5713) with a 10-year property tax exemption for downtown multi-family projects. The code provisions were amended in December 1997 (Ordinance 5734) to add new residential target areas: Eastside (4th/State corridor between Eastside and Fir Streets) and Westside (Harrison Avenue corridor between Cushing and

Foote Streets)(See attached map). After the State Legislature revised the 10-year exemption into an eight-year market rate or 12-year affordable housing tax exemption, the City Council adopted the eight- and 12-year provisions on January 26, 2009, along with refinements to the residential target areas (Ordinance 6618).

The Land Use and Environment Committee discussed potential additional MFTE areas at its April and December 2018 meetings. At this time, the Committee recommends that the Eastside target area be extended eastward along Martin Way to Lilly Road (see attached map).

The Committee also directed staff to prepare options for its consideration regarding additional affordability requirements for development projects to qualify for the MFTE program. The Committee will consider these options for recommendation to City Council later in 2019.

Notice of the public hearing has been published in The Olympian newspaper on February 20 and 26, 2019, in accordance with RCW 84.14 requirements.

Additional Background on MFTE Program Requirements

The primary purpose for the MFTE statute is to provide added incentives to promote construction of housing in designated residential target areas. Designated areas must, as determined by the City:

1. Be within an urban center (with mixed commercial/residential uses);
2. Lack sufficient available, desirable and convenient housing opportunities, including affordable housing, to meet the needs of the public desiring to live in the urban center; and
3. Be appropriate for the encouragement of construction of new multifamily housing and the rehabilitation of new vacant or underutilized buildings for multifamily housing.

For projects approved by the City Council under this program, the increased value of new housing units is exempt from Ad Valorem tax for a defined period of time after completion of construction (eight years for market-rate housing, or 12 years for affordable housing units). The value of the underlying land, previously-existing residential units, and any non-housing improvements (for example, the commercial portion of a mixed use development) are not exempted and remain subject to Ad Valorem tax.

Housing units are defined as affordable under the MFTE program's 12-year option if their monthly rental cost, including utilities, does not exceed 30 percent of the monthly income of a low- or moderate-income household in Thurston County. Low- and moderate-income households are defined as below 80 percent and 115 percent, respectively, of Thurston County's median income, as reported by the U.S. Department of Housing and Urban Development (HUD).

New housing construction must meet the following requirements to be eligible for a tax exemption:

- The housing is located in a designated residential target area adopted by the City Council;
- 50 percent or more of the project's space is for permanent residential occupancy;
- Four or more new housing units are created;
- The project complies with the City's comprehensive plan, building and zoning codes;
- The construction/rehabilitation is completed within three years of approval of the MFTE application;
- The applicant must enter into a contract with the City approved by Council; and
- The project does not displace existing residential tenants.

The City may adopt additional eligibility requirements that are more stringent than those above related to height, density, public benefit features, number or size of proposed developments, parking, income limits for occupancy, limits on rent or sales prices, or other requirements deemed necessary by the City. These requirements may be applied to all or a percentage of residential units within a project.

Since its adoption in 1997, Olympia has approved 10 projects for the MFTE program, with two additional projects currently in process. These 12 projects provide 680 new residential units with a total construction value of \$75,746,577. All of the projects are located in the Downtown target area, except one 4-unit project in the Eastside target area currently in process.

Neighborhood/Community Interests (if known):

The entire community is interested in production of additional residential housing in Olympia, especially affordable housing. The Olympia Comprehensive Plan calls for focusing the majority of future residential growth in designated high-density neighborhoods in close proximity to commercial services, frequent transit and other amenities. The City has adopted 'stepback and setback' zoning restrictions along urban corridors to improve transition of higher-density buildings to adjacent medium - and low-density neighborhoods, and those neighborhoods are keenly interested in development in those corridors and high-density neighborhoods.

Options:

1. Conduct public hearing and approve the ordinance adding area to the Eastside Residential Target Area eligible for multi-family tax exemption as authorized in Chapter 5.86 OMC.
2. Conduct public hearing and choose not to approve the ordinance.
3. Refer consideration of the ordinance back to Land Use and Environment Committee with specific direction.

Financial Impact:

Property taxes continue to be paid on the underlying property, previously-existing residential units, and the non-residential portion of new construction. The value of new residential improvements is exempt from Ad Valorem tax for eight years (market-rate units) or twelve years (affordable units) after completion of construction.

The total value of the 12 projects provide 680 new residential units with a total construction value of \$75,746,577. It is indeterminate whether these residential units would have been constructed without the MFTE program available.

Attachments:

Ordinance
Map

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO DESIGNATING RESIDENTIAL TARGET AREAS FOR PROVIDING TAX EXEMPTIONS FOR ELIGIBLE IMPROVEMENTS ASSOCIATED WITH MULTI-FAMILY DWELLINGS AREAS; AND AMENDING SECTION 5.86.030 OF THE OLYMPIA MUNICIPAL CODE

WHEREAS, pursuant to the authority granted to the City by Chapter 84.14 RCW, the City of Olympia has designated in Olympia Municipal Code (OMC) Chapter 5.86 three residential target areas for the purpose of providing tax exemptions for eligible improvements associated with multi-family dwellings areas; and

WHEREAS, the Eastside Residential Target Area is one of the three areas so designated; and

WHEREAS, the Land Use and Environment Committee considered the issue of expanded or additional residential target areas for the City's Multi-Family Tax Exemption Program on December 20, 2018, and recommended that a resolution of intention to adopt an ordinance expanding the Eastside Residential Target Area and setting a public hearing therefor be drafted for City Council consideration; and

WHEREAS, on January 15, 2019, the City Council considered and approved Resolution No. M-2004 setting February 12, 2019, at the City Hall Council Chambers as the time and place for a public hearing on the proposed expansion of the Eastside Residential Target Area; and

WHEREAS, the City Council conducted a public hearing on February 12, 2019, for the purpose of hearing testimony on the proposed target area expansion; and

WHEREAS, having considered said testimony, the City Council determines it to be in the best interest of the City of Olympia to amend OMC Chapter 5.86 and expand the City's Eastside Residential Target Area;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Amendment of OMC 5.86.030. Olympia Municipal Code Section 5.86.030 is hereby amended to read as follows:

5.86.030 Residential target area designation and standards

A. Criteria. Following a public hearing, with notice given by resolution pursuant to RCW 84.14.040, the City Council may, in its sole discretion, designate one or more residential target areas. Each designated target area must meet the following criteria, as determined by the City Council:

1. The target area is located within an urban center;

2. The target area lacks sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would likely live in the urban center if affordable, desirable, attractive, and livable places were available; and
3. The providing of additional housing opportunity, including affordable housing, in the target area will assist in achieving the following purposes:
 - a. Encourage increased residential opportunities within the target area; or
 - b. Stimulate the construction of new multi-family housing and the rehabilitation of existing vacant and under-utilized buildings for multi-family housing.

In designating a residential target area, the City Council may also consider other factors including, but not limited to: whether additional housing in the target area will attract and maintain a significant increase in the number of permanent residents; whether an increased residential population will help alleviate detrimental conditions and social liability in the target area; and whether an increased residential population in the target area will help to achieve the planning goals mandated by the Growth Management Act under RCW 36.70A.020. The City Council may, by ordinance, amend or rescind the designation of a residential target area at any time pursuant to the same procedure as set forth in this chapter for original designation.

B. Target Area Standards and Guidelines. For each designated residential target area, the City Council shall adopt basic requirements for both new construction and rehabilitation, including the application process and procedures. These requirements may include the following:

1. Requirements that address demolition of existing structures and site utilization; and
2. Building requirements that may include elements addressing parking, height, density, environmental impact, and compatibility with the existing surrounding property and such other amenities as will attract and keep permanent residents and that will properly enhance the livability of the residential targeted area in which they are to be located.

Area 1 - Downtown Residential Target Area

All of that portion of the City of Olympia, Washington described as beginning at the intersection of the East shoreline of Capitol Lake with the Westerly extension of centerline of 15th Ave extended Westerly; thence Easterly along said centerline and its extension to the centerline of Capitol Way; thence southerly along said centerline to the centerline of 16th Ave.; thence Easterly along said centerline and its extension to the Northwesterly boundary line of Interstate 5; thence Northeasterly along said line to its

intersection with the centerline of Eastside St. thence Northerly along said centerline to the centerline of State Ave.; thence Westerly along said centerline to the centerline of East Bay Dr.; thence Northerly along said centerline of East Bay Dr. to Olympia Ave; thence Westerly along said centerline to the centerline of Indian/Moxlie Creek Culvert; thence Northerly along said creek centerline to the shoreline of Budd Inlet; thence along said shoreline and the shoreline of Capitol Lake to the point of beginning; EXCEPTING THEREFROM that area lying Westerly of Water Street and Northerly of 5th Ave and Southerly of Budd Inlet.

Area 2 - Eastside Residential Target Area

All properties located along State Ave. and 4th Ave. which are bounded by Eastside St. on the West and ~~Fir~~Sawyer St. on the East; said area limited to a half block North of State Ave. ~~and west of Wilson St. and~~ to south of State Ave. between Wilson and Sawyer Streets; and limited to a half block south of 4th Ave, west of Frederick St. and to north of 4th Ave. between Frederick St. and Sawyer St.; ALSO all properties located North of State Ave between East Bay drive and Eastside St. and South of Olympia Ave.; EXCEPTING THEREFROM the North half of the block which lies between Pear Street and Quince St., and Olympia Ave. and State St.; ALSO EXCEPTING THEREFROM the three lots located at the Southwest corner of Eastside St. and Olympia ~~Ave~~ Ave.; ALSO all properties on the east side of Sawyer St. between 4th and State Avenues, and all properties with frontage on 4th Ave. and Martin Way east of Sawyer Ave. and west of Lilly Road; EXCEPTING THEREFROM properties between Pattison St. and Mary Elder Rd. that extend northerly more than 250 feet from the northern boundary of Martin Way.

Area 3 - Westside Residential Target Area

All properties located along Harrison Avenue which is currently bounded by: Cushing Street on the west; Foote Street on the east; extending only two lots deep both north and south of Harrison Avenue. Also included is the third lot north, located at the northeast corner of Harrison Avenue and Milroy Street; the third and fourth lot north, located at the northeast corner of Harrison Avenue and Decatur Street; the third and fourth lots south, located at the southwest corner of Harrison Avenue and Decatur Street; and the block bounded by Perry Street on the west, Garfield Street on the north, Plymouth Street on the east and Harrison Avenue on the south; EXCEPT any portion lying within Woodruff Park.

Section 2. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 5. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



Proposed Multifamily Tax Exemption Areas High Density Neighborhood Area - East

