



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, June 9, 2020

5:30 PM

Online and Via Phone

Register to attend:

https://us02web.zoom.us/webinar/register/WN_s3Nd92CXQ5qkVLJf9M1kJw

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION - None

3. PUBLIC COMMENT

(Estimated Time: 0-30 Minutes)

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 from 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.

REMOTE MEETING PUBLIC COMMENT INSTRUCTIONS:

During this time, the Olympia City Council will hold business meetings remotely using Zoom. Live public comments will be taken during the meeting but advance registration is required. The link to register is at the top of the agenda.

After you complete the registration form, you will receive a link by email to log onto or call into Zoom for use at the meeting day and time. If you plan on calling into the meeting, you will need to provide your phone number at registration so you can be recognized during the meeting.

Once connected to the meeting you will be auto-muted. At the start of the public comment period, the Mayor will call participants by name to speak in the order they signed up. When it is your turn to speak, your microphone will be unmuted, once three minutes concludes your microphone will be muted again.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)**4. CONSENT CALENDAR**

(Items of a Routine Nature)

- 4.A** [20-0453](#) Approval of June 2, 2020 City Council Meeting Minutes

 Attachments: [Minutes](#)
- 4.B** [20-0433](#) Approval of a Resolution Authorizing a Listing Agreement with Kidder Matthews for 1305 Cooper Point Rd - West Olympia Commercial Property

 Attachments: [Resolution](#)
 [Agreement](#)
 [Letter from DOE - Interim Action Plan](#)
 [Letter from DOE - Remedial Action Report](#)
- 4.C** [20-0435](#) Approval of a Resolution Authorizing a Rental Agreement with South Puget Sound Community College for Property Located at 112 - 4th Avenue W

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

4. SECOND READINGS (Ordinances) - None**4. FIRST READINGS (Ordinances) - None****5. PUBLIC HEARING - None****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 Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Approval of June 2, 2020 City Council Meeting Minutes

Agenda Date: 6/9/2020
Agenda Item Number: 4.A
File Number:20-0453

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

Title

Approval of June 2, 2020 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, June 2, 2020

5:30 PM

Online and Via Phone

Register to attend:

https://us02web.zoom.us/webinar/register/WN_mtqccyt4StqJOISf23u6DQ

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Renata Rollins

1.A ANNOUNCEMENTS

Mayor Selby read a statement regarding the murder of George Floyd and the need for change.

City Manager Jay Burney spoke in support of peaceful protests and discussed how a few people are bringing violence to the protest forum.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [20-0426](#) Special Recognition - Proclamation Recognizing Men's Health Month

Councilmember Gilman read a proclamation recognizing June as Men's Health month.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Larry Leveen, Oliver Wu, David Stevenson, Victor Minjares, Lauren Magalska, Zoe Torres, Desiree Elliott, Hillary Detamore, Amelia Watson, Steve Weaver, Kelly Wood, Elisa Lyles, Ingrid Abbate, Evonne Hedgepath, Delia Van Brunt, and Morgan Wadsworth.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

Councilmembers responded to public comment speakers.

4. CONSENT CALENDAR

- 4.A** [20-0427](#) Approval of May 19, 2020 City Council Meeting Minutes

The minutes were adopted.

- 4.B** [20-0256](#) Approval of a Resolution Authorizing a Right-of-Way Agreement for Quince Street Between the City of Olympia and Vine Street Investors, LLC

The resolution was adopted.

- 4.C** [20-0423](#) Approval of a Resolution Authorizing an Interagency Agreement between the City of Olympia and the Washington State Department of Commerce for Coronavirus Relief Funds

The resolution was adopted.

- 4.D** [20-0415](#) Approval of a Resolution Authorizing a Public Works Board Emergency Loan Contract for Repair of the Percival Creek Utility Bridge

The resolution was adopted.

- 4.E** [20-0418](#) Approval of Resolution Authorizing a Property Lease Agreement with the Low Income Housing Institute for Plum Street Village

The resolution was adopted.

- 4.F** [20-0420](#) Approval of a Resolution Authorizing a Funding Agreement with Low Income Housing Institute for Plum Street Village

The resolution was adopted.

- 4.G** [20-0422](#) Approval of Resolution Authorizing the Purchase of Real Estate Owned by Manke Timber Company and Manke Lumber Company

The resolution was adopted.

Approval of the Consent Agenda

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

Aye: 7 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances) - None**5. PUBLIC HEARING - None****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 attended and upcoming meetings.

Councilmember Madrone requested a referral to the Land Use & Environment Committee to consider a "no net loss" policy to preserve the remaining farmland in the city and urban growth area or mitigate what is lost by replacing it within the City or County. The Council agreed to the referral.

8.B CITY MANAGER'S REPORT AND REFERRALS - None**9. EXECUTIVE SESSION****9.A [20-0421](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110(1)(c) - Real Estate Matter**

Mayor Selby recessed the meeting to Executive Session at 7:24 p.m. pursuant to RCW 42.30.110(1)(c) to discuss a real estate matter. She announced no decisions would be made, and the Council would adjourn immediately following the Executive Session. The City Attorney was present at the Executive Session.

The executive session was held and no decisions were made.

9. ADJOURNMENT

The meeting adjourned at 7:55 p.m.



City Council

Approval of a Resolution Authorizing a Listing Agreement with Kidder Matthews for 1305 Cooper Point Rd - West Olympia Commercial Property

Agenda Date: 6/9/2020
Agenda Item Number: 4.B
File Number:20-0433

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

Title

Approval of a Resolution Authorizing a Listing Agreement with Kidder Matthews for 1305 Cooper Point Rd - West Olympia Commercial Property

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing the City Manager to sign a listing agreement with Kidder Matthews for the West Olympia Commercial Property located at 1305 Cooper Point Rd. (former West Olympia Landfill site).

Report

Issue:

Whether to approve a resolution authorizing the City Manager to sign a listing agreement with Kidder Matthews to proceed with marketing the West Olympia Commercial Property.

Staff Contact:

Mike Reid, Economic Development Director, Community Planning & Development Department, 360.753.8591

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The West Olympia Commercial Property is the former West Olympia Landfill site parcel, located at 1305 Cooper Point Rd. The City is currently engaged with the Washington Department of Ecology's (DOE) Model Toxics Control Act (MTCA) cleanup process via Agreed Order No. DE 13797 to remediate the property for eventual commercial development.

The City has received approval of a Remedial Investigation report and review of an Interim Action Plan for the property from DOE and has recently submitted a draft Feasibility Study report to DOE. The Remedial Investigation report characterizes site contamination, and the Interim Action Plan and the Feasibility Study together describe how the property will be remediated to address environmental contamination associated with the site.

The City intends to sell the property for commercial development by a private developer. The developer and the City will adhere to DOE-required remedies for onsite soil/waste/soil gas contamination and sharing certain development costs. (The City has proposed to DOE to retain full responsibility for remediating onsite and any offsite groundwater contamination.)

The Kidder Matthews Listing Agreement is intended to identify a private developer to purchase the property for commercial development. The City is contracting with Kidder Matthews to help with this effort given the uniqueness of the property as a MTCA site undergoing cleanup with specific remediation requirements under an Agreed Order with DOE. DOE's approval of the Remedial Investigation report and review of the Interim Action Plan (attachments) indicate the timing is now appropriate for the City to market the property for sale.

Once purchased, the new owner of the West Olympia Commercial Property will be required to establish their own Agreed Order with DOE to ensure remediation occurs as indicated in the Interim Action Plan. (The next step in the MTCA process for the City is to establish a second Agreed Order with DOE for development of a draft Cleanup Action Plan to ensure groundwater contamination is also addressed as required by DOE.)

Neighborhood/Community Interests (if known):

The City has kept adjacent and other nearby properties informed of site characterization activities on the former landfill site parcel over the past several years.

Options:

1. The Council may move to approve the City Manager to sign the Kidder Matthews Listing Agreement as written. This will enable the City to expedite moving forward to identify a private developer to purchase and commercially develop the property in compliance with DOE's site remediation requirements.
2. The Council may move to approve the City Manager to sign the Kidder Matthews Listing Agreement with specified modifications to the Kidder Matthews List Agreement. This will delay the City's moving forward to identify a private developer to purchase and commercially develop the property.
3. The Council may move to not approve the City Manager's signing of the Listing Agreement. This will delay the marketing and sale of the property which will impact forthcoming revenue to the City from site development activities and future commercial business taxes.

Financial Impact:

The West Olympia Commercial Property activities currently being conducted to comply with the DOE's MTCA cleanup process under Agreed Order are being reimbursed by insurance policy carriers. The Listing Agreement contains a 5% brokerage fee payable to the listing broker upon the successful completion of a property sale.

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

Attachments:

Resolution

Agreement

Letter from DOE re: Interim Action Plan

Letter from DOE re: Remedial Action Report

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
AUTHORIZING AN EXCLUSIVE SALE LISTING AGREEMENT WITH KIDDER MATHEWS FOR
THE SALE OF CITY-OWNED PROPERTY LOCATED AT 1305 COOPER POINT ROAD SW IN
OLYMPIA, WASHINGTON**

WHEREAS, the City owns and wishes to sell real property located at 1305 Cooper Point Road, SW in Olympia, Washington (the Westside Commercial Property); and

WHEREAS, the sale of the Westside Commercial Property is not needed for any municipal purpose and the sale of the real property is in the best interests of the City; and

WHEREAS, the City and Kidder Mathews, a commercial real estate brokerage firm, have negotiated terms and conditions for an Exclusive Sale Listing Agreement for the sale of the Westside Commercial Property; and

WHEREAS, the Olympia City Council hereby accepts the terms of the Exclusive Sale Listing Agreement with Kidder Mathews as modified to exclusively list and sell the Westside Commercial Property;

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

1. The Olympia City Council hereby accepts the terms and conditions negotiated with Kidder Mathews to list and sell the City's real property located at 1305 Cooper Point Road, SW in Olympia, Washington, upon the agreed terms within the Exclusive Sale Listing Agreement.
2. The City Manager is directed and authorized to execute all documents necessary to list and sell the aforesaid real property, upon the terms and conditions negotiated in the Exclusive Sale Listing Agreement, and to make any minor modifications consistent with the intent of the Exclusive Sale Listing Agreement as may be necessary, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this 9th day of June 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY



Kidder Mathews
1201 Pacific Ave, Ste. 1400
Tacoma, WA 98402
Phone: 253-722-1400
Fax: 253-722-1409

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Association
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Form: XS
Exclusive Sale Listing Agreement
Rev. 6/2011
Page 1 of 4

EXCLUSIVE SALE LISTING AGREEMENT

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
New text inserted by licensee indicated by small capital letters.

This Agreement is made by and between City of Olympia ("Seller") and Kidder Mathews ("Firm"). Seller hereby grants to Firm the exclusive and irrevocable right to sell and to receipt for deposit in connection therewith, Seller's commercial real estate legally described as set forth on attached Exhibit A and commonly described as 1305 Cooper Point Road SW, City of Olympia, Thurston County, Washington (the "Property").

- DURATION OF AGREEMENT.** This Agreement shall commence on June 3, 2020 and shall expire at 11:59 p.m. on June 3, 2021.
- PRICE AND TERMS.** Seller agrees to list the Property at a price of \$ 5,370,948.00 (five million, three hundred and seventy thousand, nine hundred and forty eight dollars) and shall consider offers that include the following terms:
Possession: Upon Closing
Terms: TBD
- DEFINITIONS.** As used in this Agreement, (a) "CBA" shall mean the Commercial Brokers Association; and (b) "sell" shall mean sell, contract to sell, enter into a contract to sell, exchange, lease for over 5 years, and/or enter into an option to purchase the Property. The phrases "this Agreement" and "during the term hereof" include separate, written extensions or renewals of this Agreement.
- AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint Evan Parker of Kidder Mathews as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf as and when needed.

If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker ("Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a dual agent. If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and Supervising Broker acting as dual agents. Seller has received from Listing Broker the pamphlet entitled "The Law of Real Estate Agency."

If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire commission payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer. **Seller shall only be responsible to pay its commission as set forth in Paragraph 7 below. If any of the Firm's brokers act as a dual agent, Firm shall receive any additional compensation from the buyer.**

- PROPERTY OWNERSHIP AND INFORMATION.** Seller warrants that Seller has the right to sell the Property on the terms set forth in this Agreement and agrees to furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller also warrants that the Property information on the Property Information pages of this Agreement is correct. Seller understands that Firm and other members of CBA will make representations to prospective buyers based solely on the Property information in this Agreement and agrees to indemnify and hold Firm and other members of CBA harmless in the event the foregoing warranties are incorrect. Seller confirms that following closing, the amount of the purchase price and any other terms of the sale of the Property shall not be deemed confidential information and Seller authorizes disclosure of the same. Seller acknowledges receipt of a copy of this Agreement, with the Property Information pages of this Agreement fully filled in.



Kidder Mathews
1201 Pacific Ave, Ste. 1400
Tacoma, WA 98402
Phone: 253-722-1400
Fax: 253-722-1409

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Form: XS
Exclusive Sale Listing Agreement
Rev. 6/2011
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**EXCLUSIVE SALE LISTING AGREEMENT
(CONTINUED)**

6. **CLOSING COSTS.** In addition to purchasing a buyer's policy of title insurance, Seller agrees to pay one-half of any escrow fees. Rents, insurance, taxes, interest and reserves on assumed encumbrances are to be prorated between Seller and buyer as of the date of closing. **Seller shall prepare the real estate purchase and sale agreement which must be first signed by buyer before submittal to the Olympia City Council for acceptance by Council Resolution.**

7. **COMMISSION.** Firm shall be entitled to a commission if: (a) Seller sells the Property during the term of this Agreement; (b) Seller sells the Property within six months after the expiration or sooner termination of this Agreement to a person or entity that submitted an offer to purchase the Property during the term of this Agreement or that appears on any registration list provided by Firm pursuant to this Agreement or to an "Affiliate" of such a person or entity that submitted an offer or that appears on the registration list. The commission shall be calculated as follows: 5% (five percent) of sale price, payable upon closing.

Firm shall submit any registration list to Seller within 15 days after the expiration or sooner termination of this Agreement and shall only include on the registration list persons or entities to whose attention the Property was brought through the signs, advertising or other action of Firm, or who received information secured directly or indirectly from or through Broker during the term of this Agreement. Seller shall provide the registration list to any other brokers that assist the Seller with this Property. "Affiliate" means, with respect to any person or entity that submitted an offer during the term of this Agreement or that appears on the registration list, any buyer which has more than a 10% ownership or voting interest in such an entity or any buyer in which more than 10% of the ownership or voting interests are owned or controlled by such a person or entity.

8. **FIRM/MULTIPLE LISTING.** Firm shall cause this listing to be published by CBA for distribution to all CBA members through CBA's listing distribution systems. Firm shall cooperate with all other members of CBA in working toward the sale of the Property. Seller understands and agrees that all Property information contained in this Agreement or otherwise given to CBA becomes the Property of CBA, is not confidential, and will be given to third parties, including prospective buyers, other cooperating members of CBA who do not represent the Seller and, in some instances, may represent the buyer and other parties granted access to CBA's listing systems. Seller agrees that Firm may record this Agreement. Regardless of whether a cooperating member is the Firm of the buyer, the Seller, neither or both, the member shall be entitled to receive the selling office's share of the commission as designated by the listing office. **IT IS UNDERSTOOD THAT CBA IS NOT A PARTY TO THIS AGREEMENT, AND ITS SOLE FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION SET FORTH IN THIS LISTING TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT.**

9. **ATTORNEY'S FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay a reasonable attorney's fee and any costs and expenses incurred. In the event of trial, venue shall be in the county in which the Property is located, and the amount of the attorney's fee shall be as fixed by the court.

10. **ADDITIONAL TERMS.** In addition to the Property Information pages of this Agreement and Exhibit A (legal description), the following amendments or addenda (which are also attached hereto) are part of this Agreement: _____

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



Kidder Mathews
1201 Pacific Ave, Ste. 1400
Tacoma, WA 98402
Phone: 253-722-1400
Fax: 253-722-1409

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Form: XS
Exclusive Sale Listing Agreement
Rev. 6/2011
Page 3 of 4

**EXCLUSIVE SALE LISTING AGREEMENT
(CONTINUED)**

CITY OF OLYMPIA, SELLER

APPROVED AS TO FORM


Steven J. Burney, City Manager

Mark Barber
Mark Barber, City Attorney

Date: _____

FIRM

KIDDER MATHEWS - OLYMPIA
(Office)

By: 
(Authorized Representative)

Name: EVAN PARKER

Date: 5-22-2020



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1201 Pacific Ave, Ste. 1400
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Page 4 of 4

**EXCLUSIVE SALE LISTING AGREEMENT
(CONTINUED)**

**EXHIBIT A
(Legal Description)**

Parties to verify legal description prior to closing:

Section 21 Township 18 Range 2W Quarter SE NW SS-5428 LT 3 Document 022/146



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
PO Box 47775 • Olympia, Washington 98504-7775 • 360-407-6300
Call 711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

December 20, 2019

Donna Buxton, Groundwater Protection Program Manager
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967

Re: Remedial Investigation (RI) Approval

- **Site Name:** West Olympia Landfill
- **Site Address:** Highway 101 & Black Lake Blvd., Olympia, Thurston County, WA
- **Cleanup Site ID:** 4807
- **Facility/Site ID:** 1425

Dear Donna Buxton:

The Washington State Department of Ecology (Ecology) has reviewed the December 6th, 2019, RI report and hereby approves the RI.

If you have any questions, you may reach me at 360-407-6256 or at mohsen.kouredar@ecy.wa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Mohsen Kourehdar", with a long horizontal line extending to the right.

Mohsen Kourehdar, P.E.
Toxics Cleanup Program
Southwest Regional Office



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
PO Box 47775 • Olympia, Washington 98504-7775 • 360-407-6300
Call 711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

September 20, 2019

Donna Buxton, P.E.
City of Olympia
PO Box 1967
Olympia WA 98507-1967

Re: Review of Interim Action Plan for Marketing the West Olympia Commercial Property

- **Site Name:** Former West Olympia Landfill
- **Site Address:** 1305 Cooper Point Rd SW, Olympia, WA 98502
- **Facility/Site No.:** 1425
- **Cleanup Site No.:** 4807

Donna Buxton,

The Department of Ecology (Ecology) has reviewed the *Interim Action Plan (IA) for Marketing the West Olympia Commercial Property*. It is Ecology's understanding that this document will be presented to the potential purchaser (s) by the City of Olympia so the purchaser will know the requirements they have to meet to comply with WAC 173-340 of Model Toxics Control Act (MTCA). As stated in Page 1-3 of the report, before development can be completed, the following documents should be reviewed and approved by Ecology:

- An Engineering Design Report for a landfill cap with landfill gas control and surface water control elements as stated in the IA (WAC 173-340-400[4][a]).
- Construction plans and specifications for landfill cap, landfill gas control, and surface water control elements as stated in the IA (WAC 173-340-400[4][b]).
- An Operation and Maintenance Plan for landfill cap, landfill gas collection and surface water control elements as stated in the IA (WAC 173-340-400[4][c]).
- Construction documentation, such as as-built plans (WAC 173-340-400[6]) (after the construction completion).
- A Compliance Monitoring Plan (WAC 173-340-410).
- A Sampling and Analysis Plan (WAC 173-340-820).
- A Quality Assurance Project Plan (WAC 173-340 and current Ecology guidelines).
- A Health and Safety Plan (WAC 173-340-810[2]).

In addition to the above reports and plans, WAC 173-340-440 (11) (a) requires a financial assurance mechanism at sites where the cleanup action selected includes engineered and/or institutional controls. Financial assurance shall be a sufficient amount to cover costs with the operation and maintenance of the cleanup action, including institutional controls, compliance monitoring, and corrective measures.

Since all the work outlined in IA plan is a final action, the future owner of the site, will present a cleanup action plan (CAP) to Ecology for review and approval. It is important to state that the cap is an Ecology document. At that time, a regulatory document such as agreed order (AO), consent decree (CD) and or perspective purchaser consent decree (PPCD) options will be presented to the future owner. Ecology approved cap will be attached to the agreed upon AO, CD or PPCD to implement cap.

If you have any questions, please contact me @ (360) 407-6256 or mohsen.kourehdar@ecy.wa.gov.



Mohsen Kourehdar, P.E.
Toxics Cleanup Program
Southwest Regional Office



City Council

Approval of a Resolution Authorizing a Rental Agreement with South Puget Sound Community College for Property Located at 112 - 4th Avenue W

Agenda Date: 6/9/2020
Agenda Item Number: 4.C
File Number:20-0435

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

Title

Approval of a Resolution Authorizing a Rental Agreement with South Puget Sound Community College for Property Located at 112 - 4th Avenue W

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing the lease of the City-owned property located at 112 4th Avenue W to South Puget Sound Community College and authorizing the City Manager to execute all necessary documents.

Report

Issue:

Whether to approve the lease of the property located at 112 4th Avenue W to South Puget Sound Community College.

Staff Contact:

Mike Reid, Economic Development Director, 360.480.9167
Michael Young, Deputy City Attorney, 360.753.8044

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

On April 16, 2019, the City of Olympia entered into a lease agreement with South Puget Sound Community College (SPSCC) for use of the City-owned property at 112 4th Ave W. That rental agreement was effective for one year, was not renewed by the parties and so expired on April 16, 2020. The attached Rental Agreement is a new lease agreement enabling SPSCC to use the premises for the same purposes as before.

As rent, SPSCC agrees to operate a workforce development and education program (“program services”) onsite associated with culinary/catering, craft brewing and distilling. The space will also be used as a location to showcase the College’s fine arts programs. Provision of the program services is in lieu of monetary rent. SPSCC agrees to provide the City of Olympia with a written annual report summarizing its provision of program services.

On September 25, 2018, the Olympia City Council authorized the acquisition of real property located at 112 4th Ave W (the Property) to be used to support mixed use development including commercial, residential, civic use and structured parking. Recognizing that an extended period of time will be required to accomplish the necessary public process to determine the elements of the contemplated future development, staff recommends the property at 112 4th Ave W be leased on a year-to-year basis to SPSCC.

The lease to SPSCC is in direct alignment with Comprehensive Plan objectives:
This is directly supported by the following City of Olympia Comprehensive Plan Goals:

PE6.7 - Collaborate with The Evergreen State College, St. Martin’s University and South Puget Sound Community College on their efforts to educate students in skills that will be needed in the future, to contribute to our community’s cultural life and attract new residents.

PE6.8 - Encourage The Evergreen State College, St. Martin’s University and South Puget Sound Community College to establish a physical presence in downtown.

Neighborhood/Community Interests (if known):

This effort is consistent with the Comprehensive Plan and Downtown Strategy, which both had significant amount of community interest and involvement.

Options:

1. Approve the resolution authorizing the lease of 112 4th Avenue W to South Puget Sound Community College, authorizing the City Manager to execute all documents necessary
2. Do not authorize lease of 112 4th Avenue W to the South Puget Sound Community College. This will mean the property will become 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 utilities, real estate taxes, maintenance and upkeep of the structures and landscaping upon the property. The proposed Lease Agreement 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 DELEGATED STATE RENTAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND SOUTH PUGET SOUND COMMUNITY COLLEGE FOR PROPERTY LOCATED AT 112 4TH AVENUE WEST, OLYMPIA WASHINGTON.

WHEREAS, on December 17, 2018, the City of Olympia (City) acquired title to the real property located at 112 4th Ave. W, Olympia WA (the Property); and

WHEREAS, because of its location and zoning, the Property is a suitable location for South Puget Sound Community College’s (SPSCC) proposed workforce development and education program associated with culinary, catering and craft brewing and distilling, all of which are consistent with the needs and objectives of the City of Olympia’s Downtown Strategy; and

WHEREAS, the objective of the rental agreement is, in part, to introduce SPSCC as a fixture to downtown Olympia; and

WHEREAS, Landlord and Tenant entered into a Rental Agreement, dated April 16, 2019, for the premises subject to this Rental Agreement. That April 16, 2019 Rental Agreement was effective for one year, was not renewed by the parties, and so expired on April 16, 2020. Landlord and Tenant now wish to enter into a new Rental Agreement for the premises.

WHEREAS, the City of Olympia and SPSCC deem it to be in the best public interest to enter into this Rental Agreement;

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

1. The Olympia City Council hereby approves the Delegated State Rental Agreement between the City of Olympia and SPSCC for lease of the Property located at 112 4th Avenue West, in Olympia Washington, Thurston County, upon the agreed terms within the Rental Agreement.
2. The City Manager is directed and authorized to execute on behalf of the City the Delegated State Rental Agreement between the City of Olympia and SPSCC and any other documents necessary to execute said Rental Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Rental Agreement, or to correct any scrivener’s errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

STATE OF WASHINGTON

AGENCY: South Puget Sound Community College

DELEGATED STATE RENTAL AGREEMENT

1. This RENTAL AGREEMENT is made and entered into between City of Olympia, a Washington municipal corporation whose address is 601 4th Ave E for its heirs, executors, administrators, successors, and assigns, hereinafter called the Landlord, and the State of Washington, South Puget Sound Community College, hereinafter called the Tenant, acting under a delegation of authority from the Department of Enterprise Services or its successor Washington state government entity, in accordance with RCW 43.82.010.

WHEREAS, the Department of Enterprise Services is granted authority to lease property under RCW 43.82.010; and

WHEREAS, the Director of the Department of Enterprise Services is also granted authority to delegate the leasing function to agencies; and

WHEREAS, the Director has so delegated the authority for this Rental Agreement; and

WHEREAS, On December 17, 2018, Landlord acquired title to the real property at 112 4th Ave. W, Olympia, WA. Because of its location and zoning, the property is a suitable location for a workforce development and education program associated with culinary/catering and craft brewing and distilling, all of which are consistent with the needs and objectives in the City of Olympia's Downtown Strategy; and

WHEREAS, the objective of this rental agreement is, in part, to introduce SPSCC as a fixture to downtown Olympia. During the course of this rental agreement the parties will continue to collaborate on perspective future partnerships that will advance this objective. This is directly supported by the following City of Olympia Comprehensive Plan Goals:

PE6.7 - Collaborate with The Evergreen State College, St. Martin's University, and South Puget Sound Community College on their efforts to educate students in skills that will be needed in the future, to contribute to our community's cultural life, and attract new residents.

PE6.8 - Encourage The Evergreen State College, St. Martin's University, and South Puget Sound Community College to establish a physical presence in downtown; and

WHEREAS, the Landlord and Tenant deem it to be in the best public interest to enter into this Rental Agreement;

WHEREAS, Landlord and Tenant entered into a Rental Agreement, dated April 16, 2019, for the premises subject to this Rental Agreement. That April 16, 2019 Rental Agreement

was effective for one year, was not renewed by the parties, and so expired on April 16, 2020. Landlord and Tenant now wish to enter into a new Rental Agreement for the premises.

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

2. The Landlord hereby rents to the Tenant the following described premises (Leased Premises):

Legal Description: THE EASTERLY 37 FEET OF LOTS 5 AND 8 IN BLOCK 4 OF SYLVESTER'S PLAT OF OLYMPIA, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 14

Common Street Address: 112 4th Ave. W Olympia, WA

USE

3. The Leased Premises shall be used by South Puget Sound Community College for the following purpose(s): to operate a workforce development and education program associated with culinary/catering and craft brewing and distilling, as well as a location to showcase the College's fine arts programs.

TERM

4. This Rental Agreement shall be effective for a period of one year from the date of last signature below. This Rental Agreement may be extended for additional one-year terms upon mutual written agreement.

RENTAL RATE

5. The Tenant shall pay rent to the Landlord for the Leased Premises at the following rate:

\$ 0.00 per month

In lieu of monetary rent, the Tenant shall operate a workforce development and education program ("program services") onsite associated with culinary/catering and craft brewing/distilling and Tenant shall provide a written annual report summarizing its provision of program services. 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.

EXPENSES

6. During the term of this Rental Agreement, Landlord shall pay all real estate taxes, all property assessments, insurance, storm water, and maintenance and repair (except minor maintenance) as described below,

6.1. Tenant shall pay for only utilities (including water, sewer, gas, garbage, cable, internet and telephone service), janitorial expenses (including vacuuming, emptying of garbage, washing of windows, dusting, and general cleaning, maintenance of all landscaping upon the Leased Premises, replacement of light bulbs, interior repair, and toilet articles), and minor maintenance expenses.

MAINTENANCE AND REPAIR

7. The Landlord shall maintain the Leased Premises in good repair and tenantable condition during the continuance of this Rental Agreement, except in case of damage arising from the negligence of the tenant's agents or employees. For the purposes of maintenance and repair, the Landlord reserves the right at reasonable times to enter and inspect the Leased Premises and to do any necessary maintenance and repairs to the building. Landlord's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters as required, but not including replacement of light bulbs), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting (except replacement of lightbulbs); wheel bumpers; drainage; and continuous satisfaction of all governmental requirements generally applicable to similar premises in the area (example: fire, building, energy codes, indoor air quality and requirements to provide an architecturally barrier-free premises for people with disabilities, etc.). If significant maintenance is required (such as a full electrical system failure or roof replacement) the Landlord may terminate this lease agreement as provided in paragraph 8, below.

Landlord is not responsible for financial or material loss of perishable food products as a result of mechanical or electrical failure or loss of any effects resulting from equipment failure.

Tenant agrees to keep the Leased Premises clean and in a sanitary condition, to repair and/or pay for the repair of any and all damage to the Leased Premises caused by Tenant, its agents, invitees, contractors, employees, or students, and upon surrendering possession, to leave the Leased Premises in good condition, except for ordinary wear and tear. Tenant will not make any alterations, additions, or improvements without prior written consent of Landlord. Tenant will not commit any waste or damage of the Leased Premises. Tenant is responsible for securing all the Leased Premises. Landlord is not responsible for any loss sustained by Tenant as a result of failure to properly secure the Lease Premises.

TERMINATION

8. This Rental Agreement may be terminated by either party at any time by giving written notice not less than 120 days.

ASSIGNMENT/SUBLEASE

9. Tenant may not assign this Rental Agreement or sublet the Leased Premises without the prior written consent of the Landlord.

FIXTURES AND FURNITURE

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

Tenant shall provide, at its own expense, all furniture necessary for its possession and use in or upon the Leased Premises.

PREVAILING WAGE

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

PAYMENT

12. Any and all payments provided for herein when made to the Landlord by the Tenant shall release the Tenant from any obligation therefore to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

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

DISASTER

14. In the event the Leased Premises are destroyed or injured by fire, earthquake or other casualty so as to render the Leased Premises unfit for occupancy either party may immediately terminate this Rental Agreement.

NO GUARANTEES

15. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Tenant unless endorsed herein in writing and it is further understood that the Tenant, a State agency, is acting in compliance with a delegated authority from the Department of Enterprise Services in accordance with RCW 43.82.010. Any amendment or modification of this Agreement must be in writing and signed by both parties.

HAZARDOUS SUBSTANCES

16. Landlord warrants that, to the best of its knowledge, no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the Leased Premises hereby rented which if found on the property would subject the owner or user to any damages, penalty, or liability under any applicable local, state or federal law or regulation. Landlord shall indemnify and hold harmless the Tenant with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of such substances on the Leased Premises, except for such substances as may be placed on the Leased Premises by the Tenant.

BINDING AUTHORITY

17. It is further understood that this Rental Agreement shall not be binding upon the State of Washington, South Puget Sound Community College, unless signed by the Tenant's President or his/her designee and approved as to form by the Office of the Attorney General. And it is further understood that this Rental Agreement shall not be binding upon the City of Olympia, unless signed by the authorized employee and approved as to form by the City Attorney or his/her designee.

CAPTIONS

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

INTEGRATED DOCUMENT

19. This Rental Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the rental of Leased Premises and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

NOTICES

20. Wherever in this Rental Agreement written notices are to be given or made, they will be sent to the contact listed below unless a different address shall be designated in writing and delivered to the other party.

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

TENANT: South Puget Sound Community College (Business Office)
2011 Mottman Rd. SW
Olympia, WA 98512
(360) 596-5250
abrown@spscc.edu

AND: Department of Enterprise Services
Real Estate Services
1500 Jefferson Street S.E., 2nd Floor
Post Office Box 41015
Olympia, Washington 98504-1015

IN WITNESS WHEREOF, the parties subscribe their names.

LANDLORD - CITY OF OLYMPIA:

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Rental Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.

Steven J. Burney, City Manager

Date

Approved as to Form:

Michael M. Young

Deputy City Attorney

TENANT - STATE OF WASHINGTON, SPSCC:

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the Rental Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.

Al Brown
Al Brown, VP Administrative Services

05/26/2020
Date

Approved as to Form:

Assistant Attorney General