



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, August 20, 2019

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [19-0611](#) Special Recognition - Retirement of Fire Chief Greg Wright

Attachments: [Proclamation](#)

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 COMMENT (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [19-0760](#) Approval of August 13, 2018 Study Session Meeting Minutes

Attachments: [Minutes](#)

4.B [19-0759](#) Approval of August 13, 2019 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.C [19-0671](#) Approval of a Bid Award for the Drinking Water Distribution Improvements Project

Attachments: [Vicinity Map](#)
[Summary of Bids](#)

- 4.D [19-0672](#) Approval of a Resolution Authorizing Amendment No. 2 to the Intergovernmental Emergency Medical Services Contract

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

- 4.E [19-0723](#) Approval of a Resolution Authorizing a Right-Of-Way Use Agreement between the City of Olympia and 4th Avenue Tavern

Attachments: [Resolution](#)
[Agreement](#)
[Proposed Alley Use Plan](#)
[Vicinity Map](#)

- 4.F [19-0743](#) Approval of a Resolution Authorizing the Sale of City-Owned Real Property Located at 2828 Martin Way E. to the Low Income Housing Institute (LIHI)

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

4. SECOND READINGS (Ordinances)

- 4.G [19-0730](#) Approval of an Ordinance Imposing the Maximum Sales and Use Tax for Affordable Housing Permitted by SHB 1406

Attachments: [Ordinance](#)
[Resolution M-2047](#)

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [19-0745](#) Approval of a Resolution Authorizing a Solar Energy Rooftop Lease Agreement Between the City of Olympia, Hands On Children's Museum and Olympia Community Solar

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

- 6.B [19-0696](#) Approval of the 2019 Percival Plinth Project Peoples' Choice Award

Attachments: [Link to Plinths Webpage](#)
[The Giant & I by Nathan Robles](#)

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 - Retirement of Fire Chief Greg Wright

Agenda Date: 8/20/2019
Agenda Item Number: 2.A
File Number: 19-0611

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

Title

Special Recognition - Retirement of Fire Chief Greg Wright

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Recognize the service of Fire Chief Greg Wright upon his upcoming retirement from the Olympia Fire Department.

Report

Issue:

Whether to recognize Fire Chief Greg Wright upon his upcoming retirement from the Olympia Fire Department.

Staff Contact:

Mike Buchanan, Assistant Chief of Operations, 360.753.8459

Presenter(s):

Steve Hall, City Manager

Background and Analysis:

Fire Chief Greg Wright is leaving City employment, retiring in August 2019. Greg joined the Olympia Fire Department (OFD) in 1985 as a Paramedic Firefighter and moved up through the ranks as Assistant Fire Chief, Deputy Fire Chief, and Fire Chief. Greg also served as the City's Emergency Management Coordinator. He develop and modernize the City's Emergency Management capabilities, and led the City's recovery efforts following the Nisqually Earthquake.

As part of OFD's Senior Management Team, Greg has been involved in shaping the Department over the past 30-plus years, and he will be missed. This time before City Council is to thank him for his long and distinguished service. Greg will have his Fire Department recognition at noon on August 29, 2019, at the main fire station.

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

Neighborhood/Community Interests (if known):
N/A

Options:
N/A

Financial Impact:
N/A

Attachments:
Proclamation

PROCLAMATION

WHEREAS, Greg Wright served the City of Olympia and the Olympia Fire Department for 34 years from September 1985 to August 2019, and

WHEREAS, Greg served in the positions of Paramedic Firefighter, Assistant Chief, Deputy Chief, and Fire Chief, and

WHEREAS, Greg had the distinct privilege and satisfaction of helping people in their time of need as a provider; and later, the satisfaction of supporting the responders who care for our community as a Chief Officer, and

WHEREAS, Greg's distinguished career includes serving as Thurston County Medic One's Operations Committee Chair for 14 years, and

WHEREAS, Greg's tireless effort to improve our community's Emergency Preparedness through developing, equipping and modernizing the City of Olympia's Emergency Management capabilities, and

WHEREAS, Greg served as the City's Emergency Management Coordinator, leading recovery efforts following the Nisqually Earthquake, and

WHEREAS, Greg's skill and dedication resulted in the successful management of capital building projects, Fire Station 4 and the Fire Training Center, completing both projects on time and under budget, and

WHEREAS, Greg was appointed to Fire Chief in April of 2018, leading the effort to develop Olympia Fire Department's newly promoted senior management team with skill, insight and compassion, and

WHEREAS, While serving as Fire Chief, Greg was able to expand the training and fleet services business models, while improving Olympia Fire Department's level of service, and

WHEREAS, Greg's management mantra consists of three rules; stay in your box, go slow to go fast, and trust the process, which has served him well, enabling him to be an exemplary person, and an asset to his community,

NOW THEREFORE, BE IT RESOLVED, that the Olympia City Council does hereby honor Greg Wright for his 34 years of fire service to the community and wish him well in his forthcoming adventures.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 20TH DAY OF AUGUST, 2019.

OLYMPIA CITY COUNCIL

***Cheryl Selby
Mayor***



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

City Council

Approval of August 13, 2018 Study Session Meeting Minutes

Agenda Date: 8/20/2019
Agenda Item Number: 4.A
File Number: 19-0760

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

Title

Approval of August 13, 2018 Study Session Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, August 13, 2019

5:30 PM

Council Chambers

Study Session

1. ROLL CALL

Present: 4 - Mayor Cheryl Selby, Councilmember Clark Gilman, Councilmember Lisa Parshley and Councilmember Renata Rollins

Excused: 3 - Mayor Pro Tem Jessica Bateman, Councilmember Jim Cooper and Councilmember Nathaniel Jones

2. BUSINESS ITEM

2.A [19-0713](#) Briefing on the Olympia Downtown Alliance Downtown Improvement District (DID) Process

Strategic Projects Manager Amy Buckler gave an overview of the City's vision for downtown, it's evolution, retail priorities & strategies, and the Parking Business and Improvement Area (PBIA) assessment.

Olympia Downtown Alliance (ODA) Boardmember Ron Thomas gave a brief overview of where the ODA is regarding a Downtown Improvement District (DID).

Contractor Kate Joncas gave a brief history of DIDs, explained why property owners invest in them, and noted other cities that have them. She outlined services common to DIDs and discussed community engagement to date, as well what was heard. She highlighted the proposed DID public safety plan, cleaning and beautification plan, and clean and safe services.

Olympia Downtown Alliance Executive Director Todd Cutts discussed examples of Level of Service that would be provided through the DID, noted what a sample core of annual assessments would look like based on type of business, and shared a timeline for the DID plan.

ODA Representative Matt DeBord gave a perspective from a business owner.

PBIA Chair Danielle Ruse discussed the perspective of the PBIA regarding the DID.

Councilmembers asked clarifying questions.

The study session was completed.

3. ADJOURNMENT

The meeting adjourned at 7:00 p.m.



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

City Council

Approval of August 13, 2019 City Council Meeting Minutes

Agenda Date: 8/20/2019
Agenda Item Number: 4.B
File Number: 19-0759

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

Title

Approval of August 13, 2019 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, August 13, 2019

7:00 PM

Council Chambers

1. ROLL CALL

Present: 4 - Mayor Cheryl Selby, Councilmember Clark Gilman, Councilmember Lisa Parshley and Councilmember Renata Rollins

Excused: 3 - Mayor Pro Tem Jessica Bateman, Councilmember Jim Cooper and Councilmember Nathaniel Jones

1.A ANNOUNCEMENTS

Mayor Selby announced the Council met in Study Session earlier in the evening.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [19-0726](#) Special Recognition - Olympia-Kato Sister City Association Student Visit to Kato, Japan

Olympia Kato Sister City Association representative Allen Miller discussed a recent visit with local students to Kato, Olympia's Sister City.

Trip chaperone Sam Sullivan shared some of the activities the group participated in.

Councilmembers asked clarifying questions.

The recognition was received.

3. PUBLIC COMMENT

Mayor Selby held a moment of silence for James Leon Reeves, who recently passed away.

The following people spoke: Linda Ann Moniz, Lisa Ketchledge, Lohen Kinsman, and James Hetizman.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

Councilmember Gilman asked that October 17 be named the James Leon Reeves Great

Shakeout.

4. CONSENT CALENDAR

Mayor Selby discussed Item 4.C.

- 4.A** [19-0727](#) Approval of August 5, 2019 City Council Meeting Minutes

The minutes were adopted.

- 4.B** [19-0722](#) Approval of a Resolution Authorizing an Agreement with Thurston County, Tumwater, Lacey and Yelm for Mutual Law Enforcement Aid

The resolution was adopted.

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances)

- 4.C** [19-0730](#) Approval of an Ordinance Imposing the Maximum Sales and Use Tax for Affordable Housing Permitted by SHB 1406

The ordinance was approved on first reading and moved to second reading.

Approval of the Consent Agenda

Councilmember Parshley moved, seconded by Councilmember Rollins, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 4 - Mayor Selby, Councilmember Gilman, Councilmember Parshley and Councilmember Rollins

Excused: 3 - Mayor Pro Tem Bateman, Councilmember Cooper and Councilmember Jones

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A** [19-0709](#) Briefing on the Preliminary Capital Facilities Plan and 2020-2025 Financial Plan

Administrative Services Director Debbie Sullivan gave an overview of the Preliminary Capital Facilities Plan for 2020 - 2025. She shared Capital Projects & Funding Plans for Parks, Arts and Recreation; Transportation; General Capital Facilities; Drinking Water; Wastewater; and Storm & Surface Water. She discussed 2020 Projects that are advancing the City's Comprehensive Plan and next steps in the budgeting process.

Councilmembers asked clarifying questions.

The report was received.

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

Assistant City Manager Jay Burney discussed a benefit for Pizza Klatch that includes a showing of the movie Trolls at the Olympia Center on August 14.

9. ADJOURNMENT

The meeting adjourned at 8:17 p.m.



City Council

Approval of a Bid Award for the Drinking Water Distribution Improvements Project

Agenda Date: 8/20/2019
Agenda Item Number: 4.C
File Number: 19-0671

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

Title

Approval of a Bid Award for the Drinking Water Distribution Improvements Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to award the construction contract to Waunch Construction and Trucking, for \$618,000.78, and authorize the City Manager to execute the contract.

Report

Issue:

Whether to approve staff's recommendation to award the construction contract for the Drinking Water Distribution Improvements Project to Waunch Construction and Trucking.

Staff Contact:

Tim Richardson, P.E., Project Manager, Public Works Engineering, 360.753.8749.

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

This project will replace approximately 1,800 linear feet of 6-inch diameter water main on Berry Street and Jasper Avenue; replace approximately 500 linear feet of 2-inch diameter water main on Arbutus Street and North Rose Street, install associated meter boxes, and reconnect existing customer service lines. The project includes installation of a fire hydrant, half-street asphalt overlay, and concrete and sidewalk work.

The pipe will replace an old main that has failed several times over the last five years resulting in property damage to adjacent homes and to the roadway. The new pipe will provide reliability to customers and prevent further property damage.

Neighborhood/Community Interests (if known):

The neighborhood will experience some inconvenience, including water service disruption, noise and dust, during construction.

Neighbors will be notified prior to beginning construction work. There will be disruption in water service as the new service lines are connected to the customer's water line. The customers will be notified at least 48 hours in advance when their water will be shut off for the connection.

Options:

1. Award the construction contract to Waunch Construction and Trucking, for \$618,000.78, and authorize the City Manager to execute the contract.

The project proceeds as planned.

2. Reject all bids and direct staff to rebid the project.

The time needed to rebid will delay the beginning of construction until 2020. Rebidding the project will require additional staff time and may increase the total project cost. There is no guarantee future bids will be lower.

Financial Impact:

The Water Utility funds the Drinking Water Distribution Improvements Project.

The low bid of \$618,000.78 is approximately 21% below the Engineer's estimate. The bid is by a responsive and qualified contractor. There are sufficient funds in the budget to complete this project.

Overall project costs:

Total Low Bid:	\$ 618,000.78
Contingency to Award (10%):	\$ 61,800.00
Engineering: Design, Inspection, Consultants	\$ 196,000.00
Total Estimated Project Cost:	\$ 875,800.78

Overall available project funding:

CIP Funds	\$ 1,072,000.00
Total Funding	\$ 1,072,000.00

Attachments:

Vicinity Map

Summary of Bids



Drinking Water Distribution System Improvements

Project No. 1923P

Project Location



Vicinity Map



0 0.075 0.15 Miles 1 inch = 750 feet

Map printed 8/8/2019

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and/or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.



SUMMARY OF BIDS RECEIVED



Project Name: Drinking Water Distribution Improvement Project
Project Number: 1923P
Federal Project No.: N/A
Bid Opening Date: 8/6/2019

ENGINEER'S ESTIMATE	CITY OF OLYMPIA	\$
Bid #1	Waunch Construction & Trucking	\$ 618,000.78
Bid #2	NOVA Contracting	\$ 690,174.85
Bid #3	Rodarte Construction	\$ 693,738.03
Bid #4	Black Hills Excavating	\$ 723,484.00
Bid #5	Northwest Cascade	\$ 739,288.81



City Council

Approval of a Resolution Authorizing Amendment No. 2 to the Intergovernmental Emergency Medical Services Contract

Agenda Date: 8/20/2019
Agenda Item Number: 4.D
File Number: 19-0672

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

Title

Approval of a Resolution Authorizing Amendment No. 2 to the Intergovernmental Emergency Medical Services Contract

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Resolution empowering the City Manager to sign the Amendment to the Intergovernmental Emergency Medical Service (EMS) Contract.

Report

Issue:

Thurston County reimburses the City of Olympia for paramedic services as described in an Intergovernmental EMS Contract. The reimbursement for space used to facilitate service delivery has increased. This amendment quantifies the change and allows the City to receive this additional revenue.

Staff Contact:

Toby Levens, Finance & Policy Coordinator, 360.753.8431

Presenter(s):

N/A

Background and Analysis:

Thurston County (Medic One) and the City of Olympia (Fire Department) have had a contractual agreement for over 40 years describing the County's reimbursement to the City for paramedic services. Earlier this year, during negotiations between Medic One and another Fire District regarding rental space, the rate for such property was increased. To assure that all jurisdictions providing rental space to Medic One were being treated equally, Medic One initiated an amendment (Amendment No. 2) to the existing Intergovernmental EMS Contract signed January 1, 2017. The new rental rate will be retroactive to January 1, 2019. The net change to the City is small,

approximately \$2,700.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the Resolution
2. Do not approve the Resolution

Financial Impact:

\$2,700 in additional revenue associated with the Intergovernmental EMS Contract.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN AMENDMENT TO AN INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF OLYMPIA AND THURSTON COUNTY FOR EMERGENCY MEDICAL SERVICES

WHEREAS, Chapter 39.34 RCW authorizes local governments to enter into agreements for joint and cooperative undertakings; and

WHEREAS, regulations over the provision of emergency medical services include Chapters 18.71, 18.73, 70.168 RCW and Chapter 246-976 WAC; and

WHEREAS, Thurston County Medic One is supported by a county-wide levy in order to provide county-wide emergency medical services as provided by law; and

WHEREAS, the City of Olympia ("City") and Thurston County ("County") entered into an Intergovernmental EMS Contract ("Agreement") for the provision of emergency medical services, which became effective on January 1, 2017, and was to run until December 31, 2019; and

WHEREAS, the City and the County entered into Amendment No. 1 to the Intergovernmental EMS Contract, effective November 20, 2018, which extended the term of the EMS Contract to December 31, 2020; and

WHEREAS, the Agreement provided that any modification of its terms shall be "in writing and signed by both parties"; and

WHEREAS, the City and the County desire to amend the Agreement to increase the amount of annual reimbursement paid to the City for the space used by the County for the delivery of paramedic services;

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

1. The Olympia City Council hereby approves the form of Amendment No. 2 to the Intergovernmental EMS Contract between the City of Olympia and Thurston County 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 Amendment No. 2 to the Intergovernmental EMS Contract, and any other documents necessary to execute said Amendment, and to make any minor modifications as may be required and are consistent with the intent of the Amendment, 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

**INTERGOVERNMENTAL EMS CONTRACT
AMENDMENT NO. 2**

THIS CONTRACT AMENDMENT NO. 2 is made and entered into in duplicate originals this day by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the "COUNTY" and the **CITY OF OLYMPIA**, a municipal corporation, hereinafter referred to as the "AGENCY."

In consideration of the mutual benefits and covenants contained herein, the parties agree that the Intergovernmental EMS Contract, which became effective January 1, 2017, shall be amended as follows, effective January 1, 2019:

1. Section IV(L) COMPENSATION AND METHOD OF PAYMENT shall be amended to read as follows:

The COUNTY shall reimburse the AGENCY a total of \$9,172.80 annually for fire station building space dedicated to the Medic 4 and Medic 10 vehicle and backup vehicle(s). Reimbursement is based on the following formula for each unit's footprint and required setbacks as follows: *392 square feet (22 feet by 8 feet, and 3 foot set backs on all sides) x \$0.65 per square foot x 3 vehicles x 12 months. Maximum annual payment is \$9,172.80*

2. Section IV(Q) COMPENSATION AND METHOD OF PAYMENT shall be amended to read as follows:

The COUNTY shall reimburse the AGENCY \$2,667.20 annually for fire station office space dedicated for paramedic use, at two (2) fire stations. Reimbursement is based on the following formula: *100 square feet x \$16.67 per square foot x 2 offices x 80%, per year.*

3. Exhibit A: Services, II(B.5) shall be amended to read as follows:

The AGENCY shall maintain approximately a thirty (30) day level of medical supplies and shall obtain new supplies from the COUNTY. The COUNTY shall reimburse the AGENCY \$1,872.00 annually for ALS supply storage space at two (2) fire stations. Reimbursement is based on the following formula: *120 square feet x \$0.65 per square foot x 2 offices x 12 months.*

Except as expressly provided in this EMS Contract Amendment No. 2, all other terms and conditions of the original Intergovernmental EMS Contract effective January 1, 2017, as amended by Amendment No. 1 to the Intergovernmental EMS Contract effective November 20, 2018, shall remain in full force and effect.

Executed this _____ day of _____, 20____.

DATED: _____

DATED: _____

CITY OF OLYMPIA

EMERGENCY SERVICES/MEDIC ONE
Thurston County, Washington

Steven R. Hall, City Manager

Kurt Hardin, Director
Emergency Services

ATTEST:

Clerk, City of Olympia

APPROVED AS TO FORM:



Deputy City Attorney

APPROVED AS TO FORM:

John Tunheim

Thurston County Prosecuting Attorney



By: Rick Peters, Deputy Prosecuting Attorney



City Council

Approval of a Resolution Authorizing a Right-Of-Way Use Agreement between the City of Olympia and 4th Avenue Tavern

Agenda Date: 8/20/2019
Agenda Item Number: 4.E
File Number: 19-0723

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

Title

Approval of a Resolution Authorizing a Right-Of-Way Use Agreement between the City of Olympia and 4th Avenue Tavern

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the resolution authorizing the City Manager to sign the Right-of-Way Use Agreement with 4th AVE TAV LLC.

Report

Issue:

Whether to enter into a Right-of-Way Use Agreement for a period of four years between 4th AVE TAV LLC and the City of Olympia.

Staff Contact:

Fran Eide, P.E., City Engineer, Public Works Engineering, 360.753.8422

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

4th AVE TAV LLC is the 4th Ave Tavern business owner at 210 4th Avenue E, Olympia. 4th Ave Tavern is looking for ways to meet customer needs by providing outdoor seating. They have requested the use of a portion of the adjacent north-south alley for private outdoor seating and beverage service.

The City controls and maintains the alley as publicly dedicated right-of-way. In order to use the alley for private purposes, 4th Ave Tavern must receive approval from the City through a right-of-way use agreement.

This type of request is becoming more common as downtown development activity increases. If

approved, this would be the third alley use permit, modeled after the Well 80 project, which has proven successful.

In reviewing the request, staff concluded that the north-south alley is not used for solid waste collection or deliveries and is not useable for other vehicle traffic. There are private utilities in the alley that would need on-going access. City utilities are located north of the site, behind King Solomon's Reef in the east-west alley.

Following review, staff believes that the proposed use by 4th Ave Tavern is viable with certain conditions as outlined in the proposed Right-of-Way Use Agreement. The proposed term of the agreement is 4 years, with the City retaining the right to cancel the permit at the City's convenience. The City would retain access for public and private utility maintenance as needed, and 4th Ave Tavern would pay the City \$1,560.00 the first year under the agreement. This amount will increase by four percent each year.

Neighborhood/Community Interests (if known):

- The alley is not currently usable for vehicle traffic due to the width of the alley.
- The east-west alley within the block allows for building and solid waste collection access.
- Improvements to the alley will provide another outdoor experience for our community.

Options:

1. Approve the resolution authorizing the City Manager to sign the Right-of-Way Use Agreement with 4th AVE TAV LLC.
 - a. The agreement will generate annual revenue for the General Fund.
 - b. Allows the tavern to create a vibrant use in the alley.
 - c. The City's utility and transportation interests are not negatively impacted.
2. Do not approve the resolution authorizing the Right-of-Way Use Agreement.
 - a. Reduces revenue to the General Fund.
 - b. Requires the owner of the restaurant to look for other ways to engage customers in creating vibrancy in this block.

Financial Impact:

The Right-of-Way Use Agreement will generate \$6,624.48 in revenue for the General Fund over the 4-year term.

Attachments:

Resolution
Agreement
Proposed Alley Use Plan
Vicinity Map

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON AUTHORIZING A RIGHT-OF-WAY USE AGREEMENT BETWEEN THE CITY OF OLYMPIA AND SCOTT AND DEBBIE STAPLES (DBA 4TH AVE TAV, LLC) FOR OUTDOOR SEATING

WHEREAS, Scott and Debbie Staples own and operate the 4th Ave Tavern, a restaurant and bar located at 210 4th Avenue East, Olympia; and

WHEREAS, immediately to the east of, and abutting, 4th Ave Tavern is an alley, running north-south between 4th Avenue E. and State Avenue; the portion of this alley that abuts 4th Ave Tavern is not used for vehicular traffic or other right-of-way purposes; and

WHEREAS, 4th Ave Tavern wishes to lease a portion of this alley from the City for outdoor seating for restaurant patrons; and

WHEREAS, City staff have determined that use of this portion of the alley for outdoor restaurant seating purposes is consistent with proper permitted use of the alley; and

WHEREAS, the City and 4th Ave Tav, LLC have negotiated a four-year lease for the portion of the alley the 4th Ave Tav wishes to utilize and under the terms of this lease, the City will be paid annual rent of \$1,560.00, which will increase by four percent each year; this annual rent has been determined by City staff to reflect the fair market value of the leased area.

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

1. The Olympia City Council hereby approves the form of Right-of-Way Use Agreement between the City of Olympia and 4th Ave Tav, LLC for lease of the portion of the alley right-of-way described in the Right-of-Way Use Agreement 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 Right-of-Way Use Agreement, and any other documents necessary to execute said Right-of-Way Use 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

**RIGHT-OF-WAY USE AGREEMENT BETWEEN THE CITY OF OLYMPIA
AND 4TH AVE TAV LLC (D.B.A the 4th Ave Tavern)**

This RIGHT-OF-WAY USE AGREEMENT ("ROW use agreement") is entered into by and between the CITY OF OLYMPIA, a Washington municipal corporation ("City"), and 4TH AVE TAV LLC, a Washington limited liability company, doing business as the 4th Ave Tavern ("4TH AVE TAV"). This agreement sets forth the terms and conditions by which 4TH AVE TAV is permitted to use certain unopened City right-of-way for specific purposes set forth in this ROW use agreement.

Recitals

There exists within the City of Olympia an alley right-of-way running between 4th Avenue E and State Avenue NE and lying between Washington Street NE and Franklin Street NE, running parallel to those streets, between a building at 210 4th Ave E. and a building at 212 4th Ave E. This alley right-of-way is more particularly described as set forth below.

4TH AVE TAV is a Washington limited liability company doing business as the 4th Ave Tavern. The 4th Ave Tavern is located at 210 4th Ave E, Olympia, in premises owned by Scott and Debbie Staples, who are the owners of 4TH AVE TAV. The legal description of those premises is: Section 14 Township 18 Range 2W Quarter NE SW Plat SYLVESTER TOWN OF OLYMPIA BLK 23 LT 7 E 45F Document 001/014.

City has determined that use of the alley right-of-way for outdoor restaurant/bar seating purposes is consistent with proper permitted use of said alley right-of-way.

The signatories to this ROW use agreement are authorized to execute associated documents, to correct legal descriptions if need be, and to correct scrivener's errors and other errors or omissions that are otherwise in substantial conformance with this ROW use 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 is hereby acknowledged, City and 4TH AVE TAV agree as follows:

Agreement

1. Grant of temporary use. City hereby grants to 4TH AVE TAV the right to temporarily use the alley right-of-way, as described in this paragraph and more particularly shown on Exhibit A ("right-of-way use area"), for outdoor restaurant/bar seating and other related business purposes, on the terms set forth in this ROW use agreement. The right-of-way use area is legally described as follows: The Southerly 60.00 feet of the 10.00 foot wide alley, running Northerly and Southerly, adjacent to Lot 6 and Lot 7 of Block 23, Sylvester's

Plat of Olympia as recorded in Volume 1 of Plats, Page 14, Record of Thurston County, Washington. Situated in Section 14, Township 18 North, Range 2 West, Willamette Meridian. The right-of-way use consists of 600 square feet, more or less.

2. Term. This ROW use agreement is effective the date of last signature below ("effective date"). The term of this ROW use agreement is 4 years from the effective date, unless it is terminated or terminates earlier pursuant to this paragraph. The City may terminate this ROW use agreement for any reason, at its sole discretion, by providing 120 days' written notice of termination to 4TH AVE TAV as provided in **Section 9**, below.

3. Consideration. 4TH AVE TAV shall every year pay to City the annual rent identified in this paragraph, plus leasehold excise tax, if applicable. For the first year, annual rent is One Thousand Five Hundred Sixty Dollars and No Cents (\$1,560.00), which is due in full prior to the effective date. In each subsequent year, annual rent is due September 1 and is equal to the previous year's annual rent, increased by 4 percent. Except for the first year, the annual rent may be paid in two equal installments of 50 percent of the annual rent, due on September and March 1. Annual rent will be proportionately pro-rated or reimbursed if this ROW use agreement is terminated within any year prior to September 1.

4. Use of Right-of-Way. 4TH AVE TAV may, at its own expense, construct and maintain outdoor seating and related facilities ("seating facilities") on the right-of-way use area and shall, at its own expense, maintain any and all seating facilities in good repair. The City is not liable for any of 4TH AVE TAV's costs or expenses of construction, maintenance, or otherwise of the seating facilities by reason of this ROW use agreement. 4TH AVE TAV may impose restrictions on the use of the seating facilities, including limiting the public use to be made of the seating facilities, subject to **Section 5** below. Upon termination of the ROW use agreement, 4TH AVE TAV shall remove any and all seating facilities installed in the right-of-way use area and restore the right-of-way use area to the condition it was in as of the effective date, including taking all necessary action to ensure that the right-of-way use area is fully open for City and public use. This obligation to remove any and all seating facilities installed in the right-of-way use area and restore the right-of-way use area survives termination of this ROW use agreement.

5. Nondiscrimination.

A. In exercising its rights under this ROW use agreement, 4TH AVE TAV and 4TH AVE TAV's owners, employees, or agents shall not discriminate against any person because of status protected from discrimination by law, including but not limited to sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, veteran status, sexual orientation, or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position. This

requirement applies to, but is not limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. 4TH AVE TAV shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, or any other applicable federal, state, or local law or regulation regarding non-discrimination. Any material violation of this provision is grounds for termination of this agreement by City and, in the case of 4th Ave Tav's breach, may result in ineligibility for further City agreements.

B. In the event of 4TH AVE TAV's noncompliance or refusal to comply with the above nondiscrimination requirements, this ROW use agreement may be immediately rescinded, canceled, or terminated in whole or in part, and 4TH AVE TAV may be declared ineligible for further contracts with City. 4TH AVE TAV, will, however, be given a reasonable time in which to correct this noncompliance.

C. To assist City in determining compliance with the above nondiscrimination requirements, 4TH AVE TAV must complete and return the Statement of Compliance with Non-Discrimination attached as Exhibit "B."

6. Utilities. The City may construct underground utilities through the entire length and breadth of the right-of-way use area, but shall, upon completion of any such construction that may occur during the term of this ROW use agreement, restore the site to the condition created by 4TH AVE TAV without cost to 4TH AVE TAV.

7. Assignment. 4TH AVE TAV may not assign this ROW use agreement without the prior written consent of the City.

8. Hold Harmless, Indemnification, and Insurance. 4TH AVE TAV shall defend, indemnify, and hold City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with activities or operations performed by 4TH AVE TAV or on 4TH AVE TAV's behalf as a result of this ROW use agreement, except for injuries and damages caused by the sole negligence of City.

Should a court of competent jurisdiction determine that RCW 4.24.115 applies to this ROW use agreement, then 4TH AVE TAV agrees to defend, indemnify, and hold City, its officers, officials, employees, and volunteers harmless to the maximum extent permitted thereunder. It is further specifically and expressly understood that the indemnification provided herein constitutes 4TH AVE TAV'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 ROW use agreement.

A. Insurance Term. 4TH AVE TAV shall procure and maintain for the duration of this ROW use agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on 4TH AVE TAV's behalf in connection with this ROW use agreement.

B. No Limitation. 4TH AVE TAV's maintenance of insurance as required by this ROW use agreement does not limit the liability of 4TH AVE TAV to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. 4TH AVE TAV 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 liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. City shall be named as an additional insured under 4TH AVE TAV's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 13 or a substitute endorsement providing at least as broad coverage.
2. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

D. Minimum Amounts of Insurance. 4TH AVE TAV 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 and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

E. Other Insurance Provision. 4TH AVE TAV's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respects City. Any insurance, self-insurance, or self-insured pool coverage maintained by City shall be excess of 4TH AVE TAV's insurance and shall not contribute with it.

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. 4TH AVE TAV shall furnish City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of 4TH AVE TAV before entering into this ROW use agreement.

H. Notice of Cancellation. 4TH AVE TAV shall provide City with written notice of any policy cancellation, within two business days of its receipt of such notice.

I. Failure to Maintain Insurance. Failure on the part of 4TH AVE TAV to maintain the insurance as required is a material breach of this ROW use agreement, upon which City may, after giving five (5) business days' notice to 4TH AVE TAV to correct the breach, immediately terminate this ROW use agreement 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 City on demand.

J. Public Entity Full Availability of Permittee Limits. If 4TH AVE TAV maintains higher insurance limits than the minimums shown above, City is insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by 4TH AVE TAV, irrespective of whether such limits maintained by 4TH AVE TAV are greater than those required by this ROW use agreement or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by 4TH AVE TAV.

9. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands, or other communications given related to this ROW use agreement by an party must be in writing and is validly given or made to another party if delivered either personally or by Federal Express (FedEx), 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 must be deemed given at the time of such delivery. If such notice is delivered by Federal Express (FedEx) or other overnight delivery service of recognized standing, it must be deemed given 24 hours after the deposit thereof with such delivery service. If such notice is mailed, such must be deemed given 48 hours after the deposit thereof in the United States mail. Each such notice may be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To 4TH AVE TAV:

Scott Staples
2105 Pearl Beach DR NW
Olympia, WA 98502
Email: sststaples@gmail.com

To City of Olympia:

Steven R. Hall
Olympia City Manager
601 4th Avenue East
PO Box 1967
Olympia, WA 98507-1967
Email: shall@ci.olympia.wa.us

With a copy to:

Legal Department
Olympia City Attorney
601 4th Avenue East
PO Box 1967
Olympia, WA 98507-1967
Email: mbarber@ci.olympia.wa.us

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

10. Event of Default. In the event of a default under this ROW use agreement by 4TH AVE TAV, City may, in addition to all other remedies, seek monetary damages and specific performance of 4TH AVE TAV's obligations under this ROW use agreement.

11. Applicable Law. This ROW use agreement is governed by the laws of the State of Washington.

12. Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations under this ROW use agreement to carry out the intent of the parties.

13. Modification or Amendment or Waivers. No amendment, change, or modification of this ROW use agreement is valid, unless in writing and signed by both of the parties. No waiver of any breach or covenant or provision in this ROW use agreement is a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this ROW use agreement. No extension of time for performance of any obligation or act may be deemed an extension of the time for performance of any other obligation or act.

14. Entire Agreement. This ROW use agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any 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 ROW use agreement to any person, firm, or corporation other than the parties executing this ROW use agreement.

15. Construction. Captions are solely for the convenience of the parties and are not a part of this ROW use agreement. This ROW use agreement may not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it.

16. Attorneys' Fees and Costs. Should either Party bring suit to enforce this ROW use agreement, the prevailing party in such lawsuit is entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

17. Partial Invalidity. If any term or provision of this ROW use agreement or the application thereof to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this ROW use agreement, or the application of such term or provision to persons or circumstances other than those held invalid or unenforceable, are not affected thereby; and each such term and provision of this ROW use agreement is valid and may be enforced to the fullest extent permitted by law.

18. Time. Time is of the essence of every provision of this ROW use agreement.

SIGNATURES ON FOLLOWING PAGES

City of Olympia, a Washington municipal corporation

By: _____

Name: Steven R. Hall

Its: City Manager

Date: _____

Approved as to form:



Deputy City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the _____ day of _____, 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven R. Hall, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

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

Signature
Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

4TH AVE TAV LLC

By: [Signature]

Name:

Its: Managing Member

Date: 8-6-19

STATE OF WASHINGTON)

) ss.

COUNTY OF THURSTON)

On the 6 day of August, 2019, before me personally appeared Charles Scott Staples, to me known to be a Managing Member of 4TH AVE TAV LLC, LLC, a Washington limited liability company, D.B.A. the 4th Ave Tavern, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned and on oath states he/~~she~~ is authorized to execute the said instrument.

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

[Signature]
Signature

Print Name: Jennifer Lee

NOTARY PUBLIC in and for the State of

Washington, residing at 2-28-22

My commission expires: Thurston



(EXHIBIT A)

4th Ave Tavern

North
←

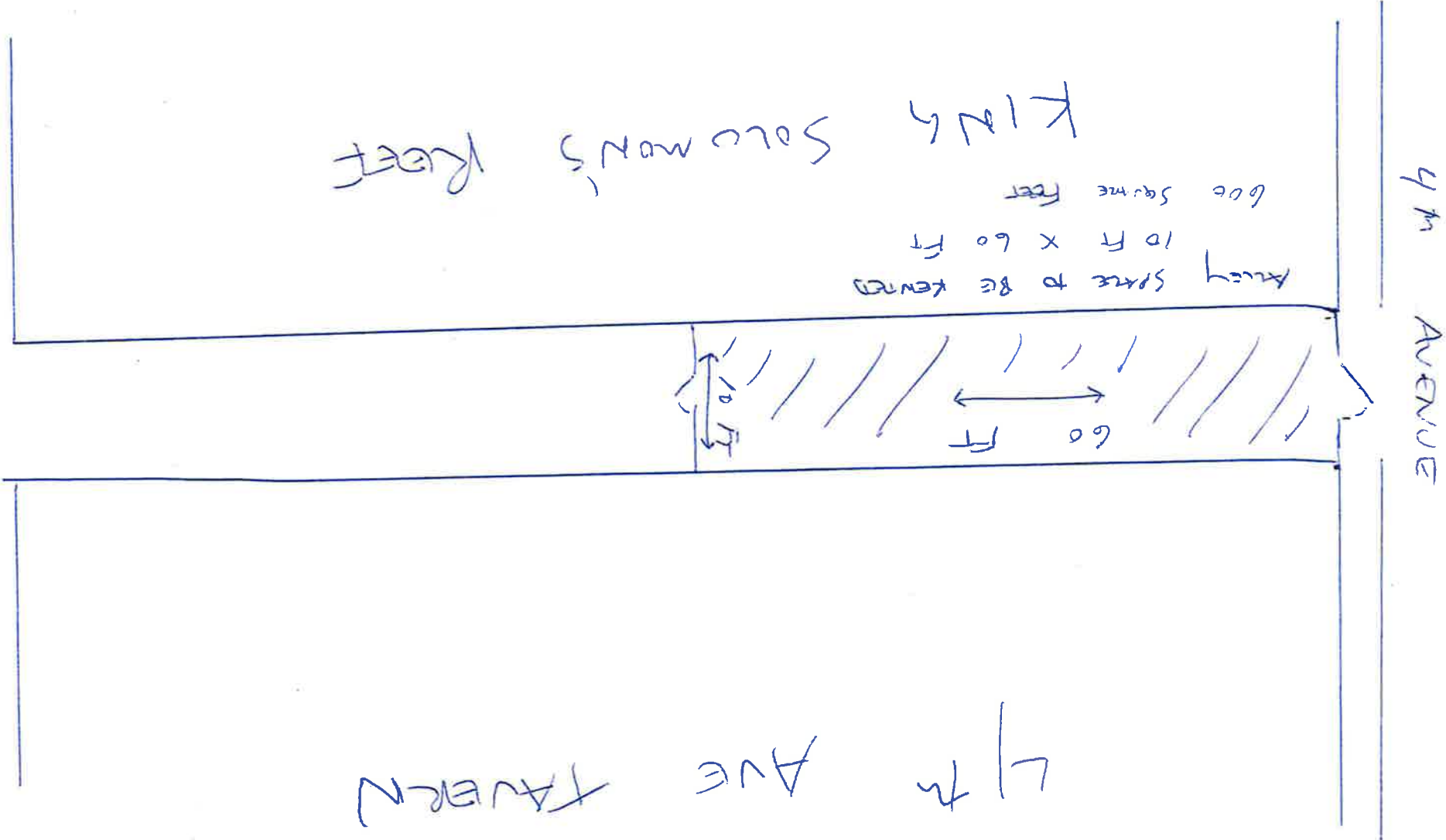


Exhibit "B"

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

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

SCOTT STAPLES affirms compliance with the City of Olympia's nondiscrimination ordinance and contract provisions. **Please check all that apply:**

- ☐ Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
What type, and how often? _____
- ☐ Nondiscrimination provisions are posted on applications for service.
- ☐ Nondiscrimination provisions are posted on the agency's web site.
- ☐ Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- ☐ Nondiscrimination provisions are shared during meetings.
What type of meeting, and how often? _____
- ☐ If, in addition to two of the above methods, you use other methods of providing notice of nondiscrimination, please list: _____

☒ If the above are not applicable to the contract agency or vendor, please check here and sign below to verify that you will comply with the City of Olympia's nondiscrimination ordinance.

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

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance.


(Signature)

8 / 2 / 2019
(Date)

SCOTT STAPLES
Print Name of Person Signing

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

(Sole Proprietor Signature)

(Date)

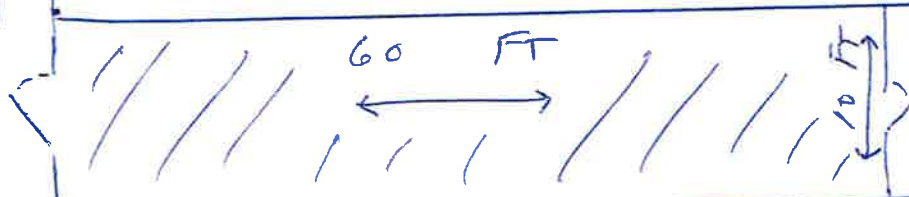
(EXHIBIT A)

NORTH



4th AVE TAVERN

4th AVENUE

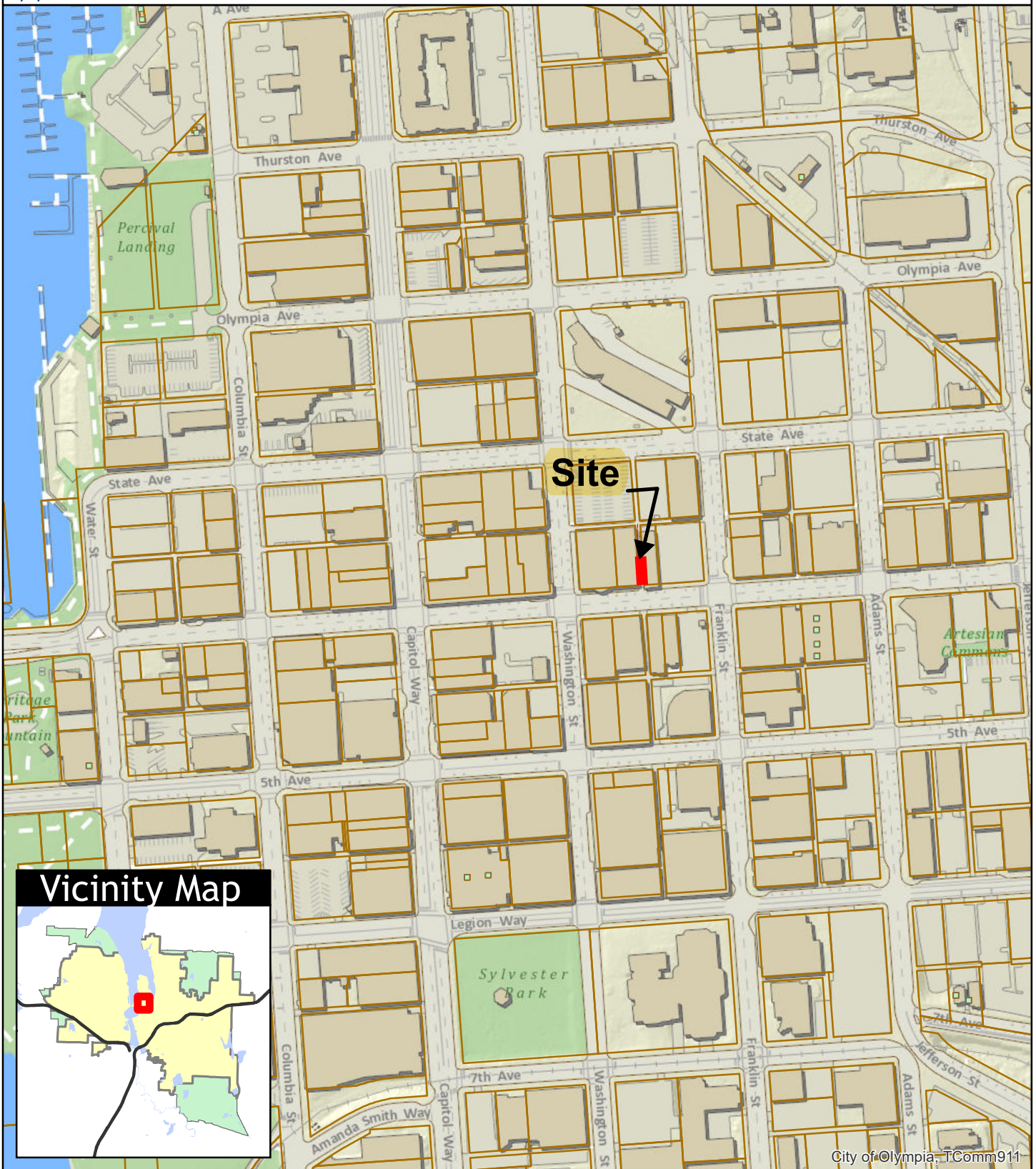


ALLIED SPACE TO BE KENTED
10 FT X 60 FT
600 SQUARE FEET

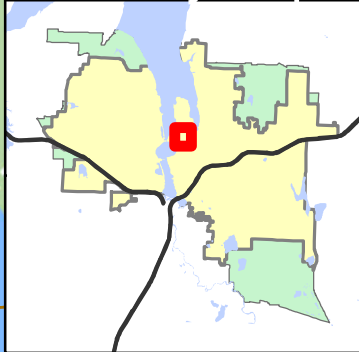
KING SOLOMON'S REEF



Right of Way Use Application



Vicinity Map



0 150 300 Feet

Map printed 4/12/2019

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and/or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





City Council

Approval of a Resolution Authorizing the Sale of City-Owned Real Property Located at 2828 Martin Way E. to the Low Income Housing Institute (LIHI)

Agenda Date: 8/20/2019
Agenda Item Number: 4.F
File Number: 19-0743

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

Title

Approval of a Resolution Authorizing the Sale of City-Owned Real Property Located at 2828 Martin Way E. to the Low Income Housing Institute (LIHI)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing the City Manager to execute all documents necessary for the sale of City-owned property located at 2828 Martin Way E. to the Low Income Housing Institute (LIHI).

Report

Issue:

Whether to approve a resolution authorizing the City Manager to execute all documents necessary for the sale of City-owned property located at 2828 Martin Way E. to LIHI for the development of affordable housing and housing-related services on that site.

Staff Contact:

Cary Retlin, Home Fund Manager, Community Planning & Development, 360.570.3956

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

In July 2018, the City Council purchased real property located at 2828 Martin Way for \$1,350,000 with Olympia Home Fund dollars for the purpose of future affordable housing development as provided in RCW 82.14.530. Since that time, Interfaith Works and the LIHI have partnered to plan 65 apartments of supportive housing and a 60-bed temporary shelter. Both LIHI and Interfaith Works provide housing and housing-related services to the population groups identified in RCW 82.14.530.

Those populations are in high need of housing according to the *Thurston County Homeless Housing Plan 2017-2022*.

Primary Contingency

This Real Estate Purchase and Sale Agreement is contingent upon LIHI receiving funds from the Washington State Housing Trust Fund and tax credit allocations from the Washington State Housing Finance Commission. If those funds are secured, the parties will proceed with closing by April 30, 2020. Authorizing this agreement now strengthens the LIHI/Interfaith application to those funders so that it puts our community's application in the best position when competing with other communities around Washington for limited funds and tax credits.

Term of Service and Use of Property

The Real Estate Purchase and Sale Agreement requires that the property be used for affordable housing in perpetuity by way of restrictive covenants.

The Agreement requires services on the property that are consistent with state law that authorized the Olympia Home Fund, RCW 82.14.530. The Agreement reads that the property shall be used:

“...to provide affordable housing and facilities providing housing-related facilities and programs within any of the following population groups whose income is at or below sixty percent (60%) of the median income of Thurston County, Washington, for persons who are residents of the City of Olympia, Thurston County, Washington, to wit: (i) persons with mental illness; (ii) veterans of the armed forces of the United States of America; (iii) senior citizens; (iv) homeless, or at-risk of being homeless, families with children; (v) unaccompanied homeless youth or young adults; (vi) persons with disabilities; or (vii) domestic violence survivors, as provided in RCW 82.14.530.”

Neighborhood/Community Interests (if known):

The City has partnered with LIHI and Interfaith Works to provide multiple community meetings about the Martin Way property and will require a Good Neighbor Plan to ensure long-term communication between LIHI, Interfaith, and the neighborhood.

Options:

1. Approve the resolution authorizing the City Manager to execute all documents necessary for the sale of City-owned property located at 2828 Martin Way E. to the LIHI.
2. Do not authorize the sale to LIHI and direct staff to seek other options for the use of 2828 Martin Way E. This may weaken our community's applications for state and federal construction funds for affordable housing at 2828 Martin Way.

Financial Impact:

This Real Estate Purchase and Sale Agreement proposes sale of the 2828 Martin Way E. property to LIHI for \$1,000 in support of the poor and infirm using Home Fund dollars provided via revenue received pursuant to RCW 82.14.530 for the statutory purposes therein.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN AGREEMENT TO SELL CITY-OWNED REAL PROPERTY TO THE LOW INCOME HOUSING INSTITUTE FOR THE PURPOSE OF PROVIDING AFFORDABLE HOUSING FOR POPULATION GROUPS IDENTIFIED IN RCW 82.14.530 AND WHOSE INCOME IS AT OR BELOW SIXTY PERCENT (60%) OF THE MEDIAN INCOME FOR PERSONS WHO ARE RESIDENTS OF THURSTON COUNTY RESIDING WITHIN THE CITY OF OLYMPIA

WHEREAS, the City of Olympia ("City") is the owner of certain real property located at 2828 Martin Way East, Olympia, Washington ("Property"); and

WHEREAS, pursuant to Article VIII, Section 7 of the Washington State Constitution, the City is permitted to make provision for the necessary support of the poor and infirm; and

WHEREAS, the City intends that the sale of the aforesaid real property shall be used to construct affordable housing and facilities providing housing-related services as provided in RCW 82.14.530; and

WHEREAS, the Low Income Housing Institute ("LIHI") is a Washington nonprofit corporation engaged in the development, financing, construction, and production of affordable low cost housing to persons in need of such housing; and

WHEREAS, the City and LIHI have agreed that the Property which is the subject of the agreement of sale shall be used in perpetuity to provide affordable housing and facilities providing housing-related facilities and programs for the population groups identified in RCW 82.14.530 whose income is at or below sixty percent (60%) of the median income of Thurston County, Washington, for persons who are residents of the City, to wit: (i) persons with mental illness; (ii) veterans of the armed forces of the United States of America; (iii) senior citizens; (iv) homeless, or at-risk of being homeless, families with children; (v) unaccompanied homeless youth or young adults; (vi) persons with disabilities; or (vii) domestic violence survivors; and

WHEREAS, the City and LIHI have determined that the real property at issue is suitable for providing affordable housing and housing-related services for the citizens and residents of the City and that said property is appropriate and suitable for redevelopment to provide construction of new affordable housing and housing-related facilities and programs, including facilities for at least sixty (60) temporary shelter beds; and

WHEREAS, the Olympia City Council hereby accepts the terms, among others, to sell the Property to LIHI for One Thousand Dollars and No Cents (\$1,000.00) U.S., subject to certain conditions, including restrictive covenants that limit use of the Property in perpetuity for the purposes identified in RCW 82.14.530;

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

1. The Olympia City Council hereby approves the Real Estate Purchase and Sale Agreement between the City of Olympia as Seller and the Low Income Housing Institute as Buyer of the real

property located at 2828 Martin Way East in the City of Olympia upon the agreed terms within the aforesaid Agreement.

2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Real Estate Purchase and Sale Agreement between the City of Olympia and the Low Income Housing Institute, and any other documents necessary to complete the sale of the City's real property to LIHI, and to make any minor modifications as may be required and are consistent with the intent of the aforesaid Real Estate Purchase and Sale Agreement, or to correct any clerical or scrivener's errors.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("Seller"), and Low Income Housing Institute (LIHI), a Washington nonprofit corporation ("Buyer"), jointly referred to as "the Parties." This Agreement shall not be effective until the "Effective Date" (as defined in Paragraph 17.16 below).

RECITALS

Seller is the owner of certain real property located in the **City of Olympia, Thurston County, Washington**, consisting of a building containing professional office space and associated parking, commonly located at 2828 Martin Way E, Olympia, Washington, and more particularly described on **Exhibit "A"** (legal description) and shown on **Exhibit "B"** (sketch) attached hereto and by this reference incorporated herein.

Pursuant to the Washington State Constitution, Article VIII, § 7, Seller is permitted to make provision for the necessary support of the poor and infirm. The Seller intends, and the Parties agree, that the sale of the real property contemplated within this Agreement shall be used to construct affordable housing and facilities providing housing-related services as provided in RCW 82.14.530, and no other purpose except as expressly agreed by the Parties herein.

The Parties specifically agree that the real property, which is the subject of this Agreement, shall in perpetuity be used to provide affordable housing and facilities providing housing-related facilities and programs within any of the following population groups whose income is at or below sixty percent (60%) of the median income of Thurston County, Washington, for persons who are residents of the City of Olympia, Thurston County, Washington, to wit: (i) persons with mental illness; (ii) veterans of the armed forces of the United States of America; (iii) senior citizens; (iv) homeless, or at-risk of being homeless, families with children; (v) unaccompanied homeless youth or young adults; (vi) persons with disabilities; or (vii) domestic violence survivors.

The Parties agree and covenant that the use of the real property, which is the subject of this Agreement, shall be subject to a restrictive covenant limiting its use in perpetuity for affordable housing for the population groups as set forth in RCW 82.14.530, as now or hereafter amended by law.

Buyer has determined that the Property is suitable for providing affordable housing and housing-related services for the citizens and residents of the City of Olympia. Seller and Buyer agree that the real property is appropriate and suitable for redevelopment to provide new construction of affordable housing and facilities providing housing-related facilities, including facilities for not less than sixty (60) temporary shelter beds.

The Parties agree that Buyer shall enter into a development agreement with Interfaith Works, a Washington public benefit corporation, to provide development services for a sixty

(60) bed shelter on the first floor of the building to be developed as Phase 1 of the future development of the Property.

The signatories to this Agreement acknowledge they are authorized to execute associated documents, to correct legal descriptions if need be, and to correct scrivener's errors and other errors or omissions that are otherwise in substantial conformance with this Agreement.

The Parties now enter into this Agreement to memorialize the terms and conditions under which Seller will sell the Property to Buyer and Buyer will purchase the Property from Seller.

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. Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following:

1.1 Land. The real property and structures thereon consisting of a building containing professional office space and associated parking, constituting the Property legally described on **Exhibit "A"** to this Agreement and generally shown on a sketch attached as **Exhibit "B"** to this Agreement.

1.2 Appurtenances. All rights, privileges, and easements appurtenant to the Property owned by Seller, including without limitation any and all leases, subleases, easements, rights-of-way and other appurtenances, including any buildings, structures or fixtures used in connection with the beneficial use and enjoyment of the Property (the "Appurtenances").

The Property and Appurtenances described in Paragraph 1 above are collectively referred to in this Agreement as the "Property."

2. Escrow. Within thirty (30) business days after the Effective Date of this Agreement as defined in Paragraph 17.16, the Parties shall confirm that an escrow account is opened for the transaction contemplated by this Agreement with Thurston County Title Company (in such capacity, "Escrow Company"). Darla Wilkins or another designee of Escrow Company will serve as escrow agent for Closing of this Agreement ("Escrow Agent"). The Parties shall deliver a fully executed copy of this Agreement to Escrow Agent.

3. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property (the "Purchase Price") is **One Thousand Dollars and NO/100 Cents (\$1,000.00)** U.S.

4. Payment of Purchase Price. On the Closing Date, Buyer shall deposit with Escrow Agent the amount of the Purchase Price, less any amounts to be credited against the Purchase Price pursuant to this Agreement.

5. Closing Date. The Closing (the "Closing") of the purchase and sale of the Property under this Agreement shall be held at the offices of the Escrow Company, and shall occur on or before April 30, 2020, unless otherwise agreed in writing by the Parties. Closing shall occur when

the Deed (as hereinafter defined) to Buyer is executed and recorded, and the Purchase Price is delivered to the Escrow Company for delivery to Seller.

6. Title and Survey Matters.

6.1 Title Binder. Buyer shall order a preliminary commitment for an ALTA owner's extended coverage title insurance policy provided by Thurston County Title Insurance Company ("Title Company") describing the Property, showing all matters of record pertaining to the Property and listing Buyer as the prospective named insured. Following the mutual execution of this Agreement, Buyer shall obtain from Title Company a written supplemental report to such preliminary commitment in a form acceptable to Buyer, updating the preliminary commitment to the execution date of the Agreement. Such preliminary commitment, supplemental reports and true, correct and legible copies of all documents referred to in such preliminary commitment and supplemental reports as conditions or exceptions to title to the Property are collectively referred to herein as the "Title Binder."

6.2 Title Review. Within thirty (30) business days after Buyer's receipt of the updated Title Binder, Buyer shall review the Title Binder and any surveys of the Property, and shall notify Seller what exceptions to title, if any, affect the marketability or insurability of the title to the Property or which adversely affect the use of the Property (the "Title Review Period"). If no title matters appear in the updated Title Binder since the initial preliminary commitments, then the Parties shall proceed to Closing as set forth in this Agreement. If any title matters appear and Buyer objects to any of the same during the Title Review Period, then Seller shall have thirty (30) business days after receiving Buyer's objections to notify Buyer if Seller will remove any of the exceptions objected to prior to the Closing Date or if Seller elects not to remove such objected to exceptions. If Seller shall fail to remove any such exceptions objected to by Buyer from title prior to the Closing Date, and Buyer is unwilling to take title subject thereto, Buyer may elect to either terminate this Agreement, or take title despite the existence of such exception. If Buyer elects to terminate, neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement which shall then become null and void and of no further force or effect.

6.3 Title Policy. At Closing, Seller and Buyer shall cause Title Company to issue a standard ALTA owner's policy ("Title Policy") to Buyer, at Buyer's cost. The Title Policy shall (a) be satisfactory to Buyer, (b) be issued in the amount of the total Purchase Price and (c) insure fee simple, indefeasible title to the Property in Buyer. The Title Policy shall contain endorsements as Buyer may require. Buyer's obligation to close this transaction shall be contingent on Buyer's approval, in its sole and absolute discretion of the Title Policy required under this Paragraph 6.

7. Conditions and/or Contingencies to Buyer's Obligations.

7.1 Documents and Reports. Within thirty (30) business days after the execution and delivery of this Agreement (the "Document Delivery Date"), Seller shall deliver to Buyer copies of the documents and reports listed on attached **Exhibit "C"** to this Agreement and in Seller's possession. Seller shall certify to Buyer, as of the Document Delivery Date, as to any documents listed on **Exhibit "C"** not in Seller's possession.

7.2 Inspection of the Property. Buyer shall have the right and permission from the date Seller signs this Agreement through the Closing Date (or earlier termination of this Agreement) to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer's cost and expense, of making all tests and/or studies of the Property that Buyer may wish to undertake, including, without limitation, soils tests (including borings), toxic and hazardous waste studies, surveys, structural studies and review of zoning, fire, safety and other compliance matters; provided, however, Buyer shall indemnify and hold harmless Seller from and against any mechanic's or other liens or claims that may be filed or asserted against the Property or Seller as a direct result of any actions taken by Buyer in connection with the Property, including but not limited to permitting Seller to review a written description of Buyer's proposed testing and work to ensure same is properly done and will not exacerbate any existing condition of contamination on the property. Buyer shall also provide Seller with a copy of all soil or environmental test results for the property upon Seller's request. Buyer shall reasonably restore the Property to its condition immediately prior to any invasive testing. The effect of the representations and warranties made by Seller in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents.

7.3 Appraisal of the Property. Buyer shall have the right to obtain an appraisal. Buyer's appraiser may enter onto the property upon reasonable notice to Seller as is necessary to appraise the Property.

7.4 Approval of Property/Feasibility Contingency. Buyer's obligation to purchase the Property shall be subject to and contingent upon Buyer's approval, in its sole and absolute discretion, prior to the expiration of the Contingency Period, of all aspects of the Property, including, without limitation, the physical condition of the Property and documents delivered by Seller pursuant to Paragraph 7.1 above, or otherwise obtained by Buyer regarding the Property. Buyer's approval and obligation to purchase the Property under this paragraph shall be for the period set forth in Paragraph 7.5. Upon waiver by Buyer or expiration of the feasibility contingency, the Parties shall move on to Closing.

7.5 Feasibility Contingency Period. As used herein, the term "Contingency or Feasibility Period" shall mean the period from the Effective Date of this Agreement as defined in Paragraph 17.16 until the period ending on April 20, 2020.

7.6 Buyer's Right to Terminate. If in Buyer's sole and absolute discretion, Buyer is not satisfied with the condition of the Property, Buyer may terminate this Agreement by sending written notice to Seller and Escrow Agent (such notice referred to as a "Termination Notice") prior to the expiration of the Contingency/Feasibility Period. If Buyer gives its Termination Notice to Seller, this Agreement shall terminate and neither Buyer nor Seller shall have any further liability to the other under this Agreement.

7.7 Additional Closing Conditions. Buyer's obligation to purchase the Property shall also be subject to the following conditions that must be satisfied as of Closing.

(i) Prior to Closing, all Contracts or Leases (whether written or oral) with respect to the Property, if any, shall be terminated in writing by Seller. Seller shall provide Buyer, prior to Closing, with written termination agreements with respect to all Contracts or Leases, that are not assumed by Buyer;

(ii) All representations and warranties of Seller contained herein, to the best of Seller's knowledge, shall be true, accurate and complete at the time of the Closing as if made again at such time;

(iii) Seller shall have performed all obligations to be performed by it hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance);

(iv) At Closing, title to the Property shall be in the condition required by Paragraph 6 of this Agreement and Escrow Agent shall deliver the Title Policy to Buyer; and

If the conditions set forth in this Paragraph 7 are not satisfied as of Closing and Buyer does not waive the same, Buyer may terminate this Agreement, and thereafter neither Buyer nor Seller shall have any further liability to the other under this Agreement.

8. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties, to the best of Seller's knowledge, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date:

8.1 Title. Seller is the sole owner of the Property, except for reservations of record. At Closing, Seller shall convey the entire fee simple estate and right, title and interest in and to the Property by statutory warranty deed to Buyer with a restrictive covenant limiting use of the Property to affordable housing as provided in the Recitals hereto, free and clear of unapproved encumbrances of record.

8.2 Compliance with Law; Compliance with Property Restrictions. The Property complies in all material respects (both as to condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental authority having jurisdiction over the Property related to zoning, building, subdivision, and engineering.

8.3 Bankruptcy, etc. No bankruptcy, insolvency, rearrangement or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, threatened, by a third party, or contemplated by Seller.

8.4 Taxes and Assessments. Other than amounts disclosed by the Title Binder, no other property taxes have been or will be assessed against the Property for the current tax year, and there are no general or special assessments or charges that have been levied, assessed or imposed on or against the Property.

8.5 Foreign Person. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as

amended (the "Code") and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code.

8.6 **Mechanics' Liens.** No labor, material or services have been furnished in, on or about the Property or any part thereof as a result of which any mechanics', laborer's or materialmen's liens or claims might arise.

8.7 **Underground Storage Tanks.** Seller has no knowledge of (a) subterranean storage or underground storage tanks that exist on the Property, and (b) any previously existing underground storage tanks that have been removed or filled in compliance with applicable law. If there had been an underground storage tank on the site, to the best of Seller's knowledge, the tank was decommissioned in compliance with applicable law.

8.8 **Leases and Other Agreements.** Seller represents that there are no leases, occupancy agreements, service agreements, licenses, easements, or option agreements with regard to the Property, except those of record or disclosed pursuant to Paragraph 7.1.

8.9 **Assumption of Liabilities.** Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date.

8.10 **Defaults.** Seller is not in default and there has occurred no uncured event, which, with notice, the passage of time or both would be a default, under any contract, agreement, lease, encumbrance, or instrument pertaining to the Property.

8.11 **Utilities.** The Property may or may not be served by water, storm and sanitary or septic sewer, electricity, and telephone supplied directly to the Property by facilities of public utilities. All such utilities are located within the boundaries of the Property or within lands dedicated to public use or within recorded easements for the same.

8.12 **Public Improvements.** Seller has no knowledge of any federal, state, county, municipal or other governmental plans to change the road system in the vicinity of the Property.

8.13 **Subdivision.** The conveyance of the Property will not constitute a violation of any subdivision ordinance. The improvements on the Property comply in all material respects with all applicable subdivision ordinances and statutes.

8.14 **Due Authority.** Seller and Buyer have all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and Buyer and constitute their legal, valid and binding obligation enforceable against Seller and Buyer in accordance with its terms.

8.15 **No Omissions.** The copies of any documents furnished to Buyer in connection with this transaction are true and complete copies of the documents they purport to be

and contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained therein not misleading.

9. Covenants of Seller. Seller covenants and agrees as follows:

9.1 **Perform Obligations.** From the date of this Agreement to the Closing Date, Seller will perform any monetary and non-monetary obligations they have regarding the Property.

9.2 **No Liens.** From the date of this Agreement to the Closing Date, Seller will not allow any lien to attach to the Property, nor will Seller 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 Property or any part thereof without Buyer's written consent first having been obtained.

9.3 **Provide Further Information.** From the date of this Agreement to the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof immediately upon learning of the occurrence of such event.

10. Closing.

10.1 **Time and Place.** Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Paragraph 5 of this Agreement.

10.2 **Documents to be Delivered by Seller.** For and in consideration of, and as a condition precedent to the payment to Seller of the Purchase Price, Seller shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) **Title Documents.** Such other documents, including, without limitation, lien waivers, indemnity bonds, indemnification agreements, and certificates of good standing as shall be required by Buyer, or by the Title Company as a condition to its insuring Buyer's good and marketable fee simple title to the Property.

(ii) **Authority.** Such evidence as the Title Company shall require as to authority of Seller to convey the Property to Buyer.

(iii) **Surveys and Drawings.** All surveys, site plans and plans and specifications relating to the Property as are in the possession or control of Seller, if any.

(iv) **Assignment.** Seller and Buyer agree any assignment of Buyer's rights under this Agreement shall be subject to Seller's approval, which shall not be unreasonably withheld, conditioned or denied except as provided in this Agreement.

(v) **Warranty Deed.** A statutory warranty deed ("Deed") conveying to Buyer a good, marketable and indefeasible title in fee simple absolute to the Property in the form set forth in **Exhibit "D"** attached hereto with a covenant restricting use of the property for the specific purposes as provided in RCW 82.14.530 may be part of the Deed or be in a separate document.

10.3 **Payment of Costs.** At Closing, Buyer shall pay all charges for title insurance for a standard ALTA owner's title policy insuring Buyer's title, the escrow fee, the recording fee, the technology fee, and real property excise taxes, if any, and any other costs of Closing.

10.4 **Taxes.** Seller is exempt from payment of real property excise taxes for the Property pursuant to WAC 458-61A-205(2).

10.5 **Monetary Liens.** Seller shall pay or cause to be satisfied at or prior to Closing all monetary liens on or with respect to all or any portion of the Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements, except where Seller is exempt by statute or administrative rule or regulation.

10.6 **Possession.** Possession of the Property shall be delivered to Buyer at Closing. The Property, including without limitation the improvements, if any, shall be delivered to Buyer in good order.

10.7 **Proration.** All amounts required to be prorated hereunder as of Closing, shall be calculated as if Buyer were in possession of the Property as of the date of Closing.

11. Environmental.

11.1 Notwithstanding anything to the contrary in this Agreement or otherwise, the Parties agree that Seller shall have no obligation to defend, indemnify, or hold Buyer harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and expenses (collectively, "Loss") arising (a) out of the release or threatened release of Hazardous Substances on, under, above, or about the Property after Closing, or (b) out of the past release or threatened release of any Hazardous Substance on, under, above, or about the Property caused or contributed to by Buyer, or any employee, agent, tenant, or contractor of Buyer.

11.2 **Definitions.** 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.

12. Indemnification. Seller shall pay, protect, pay the defense costs of, indemnify and hold Buyer and their 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 Seller set forth in this Agreement, (b) the failure of Seller to perform any obligation required by this Agreement to be performed by Seller, (c) the ownership, maintenance, and/or operation of the Property by Seller prior to the Closing not in conformance with this Agreement, or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the Seller, its representatives, employees, contractors or suppliers that occurred before Closing; provided, however, that nothing in this Paragraph 12 applies to Losses arising out of the presence of Hazardous Substances on, under, above, or about the Property, including Hazardous Substances that migrate or migrated to or from the Property except as specifically provided in Paragraph 11 above.

13. Condemnation. In the event of any commenced, to be commenced or consummated proceedings in eminent domain or condemnation (collectively "Condemnation") respecting the Property or any portion thereof, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement, neither Buyer nor Seller shall have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, there shall be no reduction in the Purchase Price, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, Seller's entire right, title and interest in and to any condemnation award or settlement made or to be made in connection with such Condemnation proceeding. Buyer shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such Condemnation respecting the Property.

14. Casualty. If any fire, windstorm or casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement, neither Buyer nor Seller has any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect. The Purchase Price shall not be reduced by the amount of loss or damage occasioned by such casualty not covered by insurance, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, its entire right, title and interest in and to all insurance claims and proceeds to which Seller may be entitled in connection with such casualty. Buyer shall have the right at all times to participate in all negotiations and other dealings with the insurance carrier providing such coverage and to approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such casualty respecting the Property.

15. 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 Seller: Steven R. Hall, City Manager
City of Olympia
601 4th Ave E
Olympia, WA 98501
Email: shall@ci.olympia.wa.us

With a copy to: Mark Barber, City Attorney
City of Olympia
601 4th Ave E
Olympia, WA 98501
Email: mbarber@ci.olympia.wa.us

To Buyer: Low Income Housing Institute (LIHI)
Attn: Sharon Lee, Executive Director
2407 1st Avenue
Seattle, WA 98121-1311
Email: sharonl@lihi.org

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.

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

17. Miscellaneous.

17.1 Applicable Law. This Agreement shall in all respects, be governed by the laws of the State of Washington.

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

17.3 Modification or Amendment, Waivers. No amendment, change or modification of this Agreement 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 Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. 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.

17.4 Successors and Assigns. 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. Any assignment shall be subject to Seller's approval, which shall not be unreasonably withheld, conditioned or denied except by the terms of this Agreement. Buyer must notify and, if required, request approval by Seller of any such assignment prior to the Closing. Any such assignee shall for all purposes be regarded as Buyer under this Agreement.

17.5 Entire Agreement and No Third Party Beneficiaries. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any 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 Agreement to any person, firm or corporation other than the Parties.

17.6 Attorneys' Fees. Should either party bring suit to enforce this Agreement, 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.

17.7 Construction. Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Buyer or Seller are required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

17.8 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.9 Survival. The recitals, covenants, agreements, obligations to indemnify, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof, and are fully enforceable by either Party.

17.10 **Finders' or Brokers' Fees.** Seller represents and warrants that it has not engaged the services of any broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement. Seller agrees to indemnify, defend and hold harmless Buyer against any loss, liability, damage, cost, claim or expense, including interest, penalties and reasonable attorneys' fees that Buyer shall incur or suffer by reason of a breach by Seller of the representation and warranty set forth above.

17.11 **Time.** Time is of the essence of every provision of this Agreement.

17.12 **Risk of Loss.** All of Seller's personal property, of any kind or description whatsoever that is on the Property after Closing, shall be at Seller's sole risk of loss.

17.13 **Force Majeure.** Performance by Seller or Buyer of their obligations under this Agreement 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).

17.14 **Recitals.** The Recitals set forth above are incorporated by this reference into this Agreement and are made a part hereof, and shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof, and are fully enforceable by either Party.

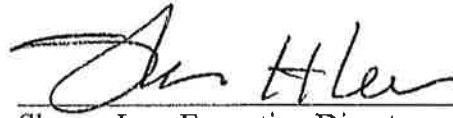
17.15 **Counterparts.** This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement 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 Agreement shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same Agreement.

17.16 **Effective Date.** The term "date of this Agreement" or "date hereof" or "Effective Date," as used in this Agreement, shall mean the later of the following dates: (1) the date of Buyer's signature on this Agreement; or (2) the date of Seller's signature on this Agreement.

[The remainder of this page is intentionally left blank.]

BUYER:

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



Sharon Lee, Executive Director

Date: 8/12/19

SELLER:

CITY OF OLYMPIA, a Washington
municipal corporation

Steven R. Hall, City Manager

Date: _____

APPROVED AS TO FORM:



Mark Barber, City Attorney

Date: 8/13/2019

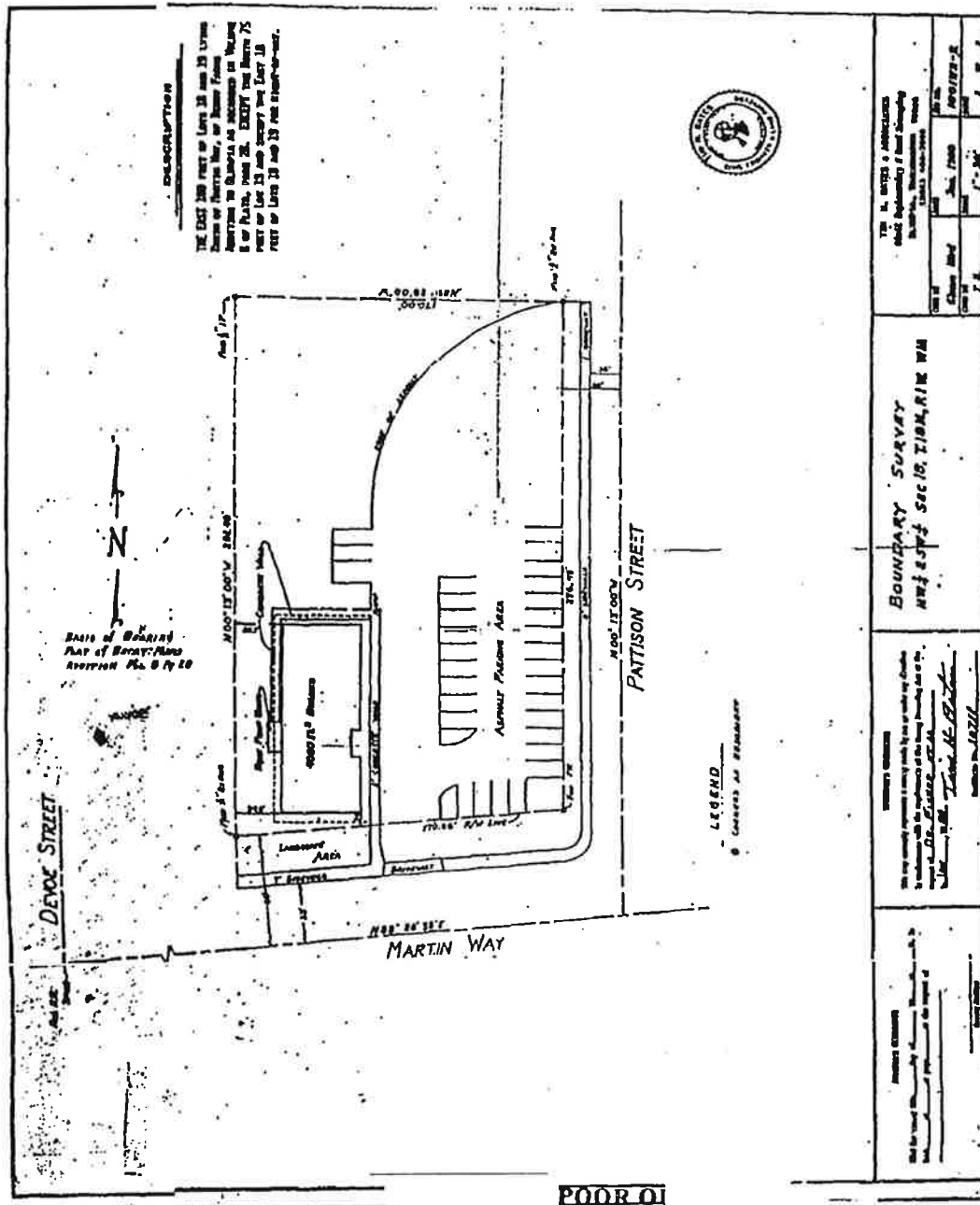
EXHIBIT "A"
LEGAL DESCRIPTION

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

IN THURSTON COUNTY, WASHINGTON.

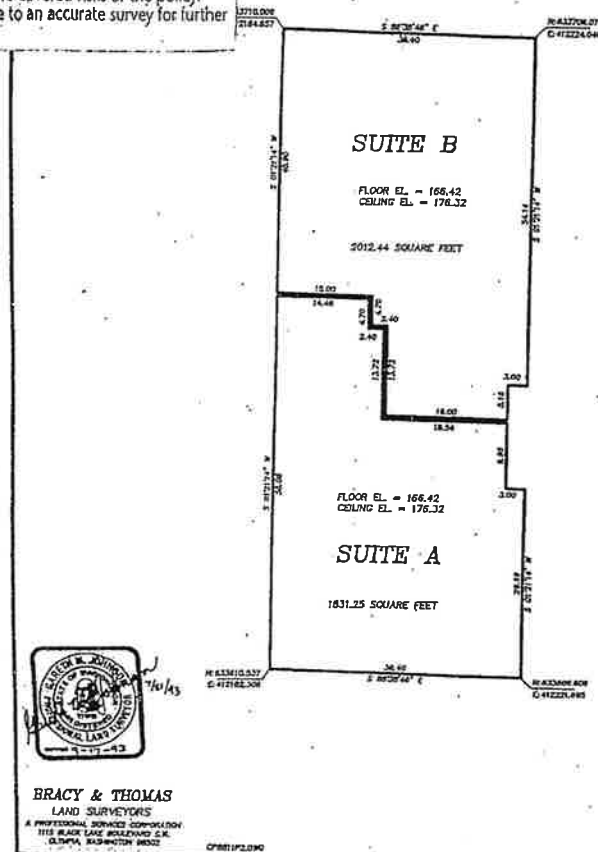
SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF
RECORD.

Real Estate Purchase and Sale Agreement – Exhibit B



AMENDED PLAT OF
PRO-ARTS CONDOMINIUM
PHASE ONE

This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property, including, but not limited to, area, dimensions, easements, encroachments, or location of boundaries. It is not a part of, nor does it modify, the commitment or policy to which it is attached. The Company assumes NO LIABILITY for any matter related to this sketch, unless such coverage is specifically provided by the covered risks of the policy. Reference should be made to an accurate survey for further information.



SCALE: 1"=10'
CITY OF OLYMPIA COORDINATE SYSTEM
ALL BUILDING CORNERS 90°

VERTICAL DATUM
CITY OF OLYMPIA MEAN SEA LEVEL
BENCHMARK IS CITY OF OLYMPIA BM 4594
WHICH IS A BRASS DISC MARKED OLY 81-75
BY A SCREW 1" FROM FACE OF CURB, 11'
NORTHERLY FROM END OF CURB RETURN, AT
THE NORTHWEST CORNER OF THE INTERSECTION
OF MARTIN WAY WITH PATTON STREET.
BENCHMARK ELEVATION IS 162.92 MSL.

ASSESSOR'S CERTIFICATE

EXAMINED AND APPROVED THIS 15th DAY OF Dec., A.D. 1998

Barbara Paul
THURSTON COUNTY ASSESSOR

EXHIBIT "C"
DOCUMENTS AND REPORTS

1. Copies of all leases or other occupancy agreements relating to the Property, if any, with originals to be delivered at Closing.
2. Copies of all licenses, permits and approvals, if any, issued by governmental authorities for the use and occupancy of the Property or any facility located thereon.
3. Any other information about the Property reasonably requested by Buyer if in the possession or control of Seller.
4. Any service contracts or other similar agreements related to the Property.
5. Reports of environmental conditions related to the Property, if any.
6. Surveys, if any.
7. Soils reports, if any.

EXHIBIT "D"
FORM OF STATUTORY WARRANTY DEED

Low Income Housing Institute (LIHI)
Attn: Sharon Lee, Executive Director
2407 1st Avenue
Seattle, WA 98121-1311

Document Title:	Statutory Warranty Deed
Grantor:	City of Olympia, a Washington municipal corporation
Grantee:	Low Income Housing Institute (LIHI), a Washington nonprofit corporation
Abbreviated Legal Description:	UNITS A & B PRO-ARTS CONDO PH 1
Assessor's Tax Parcel Number:	69510000100; 69510000200

The Grantor, **CITY OF OLYMPIA**, a Washington municipal corporation, for and in consideration of the sum of TEN and NO/100---(\$10.00) Dollars, and other good and valuable considerations, in hand paid, hereby conveys and warrants to the Grantee, **LOW INCOME HOUSING INSTITUTE (LIHI)**, a Washington nonprofit corporation, the following described real estate and all rights thereto, situated in the City of Olympia, County of Thurston, in the State of Washington, including all after acquired title:

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

IN THURSTON COUNTY, WASHINGTON.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD; AND
FURTHER INCLUDING AND SUBJECT TO THE FOLLOWING:

RESTRICTIVE COVENANTS

As additional consideration for the purchase of the above-referenced real property, Grantor and Grantee agree that the real property legally described above shall be held, transferred, sold, conveyed, leased, used and occupied in perpetuity subject to the following covenants and restrictions:

1. The real property conveyed by this Statutory Warranty Deed shall be used to construct affordable housing and facilities providing housing-related services as provided in RCW 82.14.530, as now or hereafter lawfully amended, and for no other purpose except with the Grantor's express written consent; and

2. The real property conveyed by this Statutory Warranty Deed shall be used to provide affordable housing and facilities providing housing-related facilities and programs within any of the following population groups whose income is at or below sixty percent (60%) of the median income of Thurston County, Washington, for persons who are residents of the City of Olympia, Thurston County, Washington, to wit: (i) persons with mental illness; (ii) veterans of the armed forces of the United States of America; (iii) senior citizens; (iv) homeless, or at-risk of being homeless, families with children; (v) unaccompanied homeless youth or young adults; (vi) persons with disabilities; or (vii) domestic violence survivors, as provided in RCW 82.14.530.

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

DATED this ____ day of _____, 2020.

GRANTOR, CITY OF OLYMPIA:

Steven R. Hall, City Manager,
City of Olympia, a Washington municipal corporation

Approved as to legal form:

Mark Barber, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that **Steven R. Hall**, City Manager for the City of Olympia, a Washington municipal corporation, appeared before me, and that said person acknowledged that he signed this instrument, and on oath stated that he is 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 _____ 2020.

Signature

Name (typed or printed): _____

NOTARY PUBLIC in and for the State of
Washington

Residing at _____

My appointment expires: _____

Exhibit A
Permitted Exceptions



City Council

Approval of an Ordinance Imposing the Maximum Sales and Use Tax for Affordable Housing Permitted by SHB 1406

Agenda Date: 8/20/2019
Agenda Item Number: 4.G
File Number: 19-0730

Type: ordinance **Version:** 2 **Status:** 2d Reading-Consent

Title

Approval of an Ordinance Imposing the Maximum Sales and Use Tax for Affordable Housing Permitted by SHB 1406

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading the ordinance imposing the maximum sales and use tax permitted by SHB 1406, which permits the City to receive 0.0146 percent of the State's 6.5 percent sales and use tax collected within the City of Olympia, as permitted by SHB 1406 for affordable and supportive housing purposes.

Report

Issue:

Whether to adopt legislation authorizing the maximum capacity of the sales and use tax for affordable and supportive housing as provided by SHB 1406.

Staff Contact:

Cary Retlin, Housing Manager, Community Planning & Development, 360.570-3956.

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Background and analysis has not changed from first to second reading.

During the 2019 legislative session, the State approved a local option for cities and counties to receive a portion of the State's existing sales tax revenue (6.5%) for specific affordable housing uses by cities and counties. This local sales tax authority is a credit against the State's sales tax, so it does not increase taxes locally for the consumer.

SHB 1406 incentivizes cities and counties to pass local levies like Olympia's Home Fund and rewards cities that have already taken that step. Because Olympia has passed a "qualifying local tax" in the Home Fund, the City can claim the higher increment of 0.0146 percent of the State's portion of local sales and use tax for up to 20 years.

The revenue derived by the proposed ordinance must be used for acquiring, rehabilitating, or constructing affordable housing; operations and maintenance of new affordable or supportive housing facilities; and rental assistance. The funding must be spent on projects that serve persons whose income is at or below 60 percent of the area median income. Cities can also issue bonds to finance the authorized projects with this revenue.

Neighborhood/Community Interests (if known):

Passage of the Home Fund levy is a sign that there is broad community support for dedicating tax revenue to local affordable housing investments. SHB 1406 permits sharing of the State's portion of sales and use taxes collected within the City of Olympia for local use to acquire, rehabilitate or construct affordable housing, operation and maintenance of such housing facilities, or rental assistance.

Options:

1. Approve the Ordinance imposing the maximum sales and use tax permitted by SHB 1406 for affordable and supportive housing.
2. Do not approve the Ordinance.
3. Direct staff to take other action.

Financial Impact:

If this Ordinance is approved by Council, it will result in the City receiving new revenue from the State's portion of local sales and use taxes of approximately \$330,000 in 2020, for specific affordable housing uses in Olympia.

Attachments:

Ordinance

Resolution No. M-2047

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, IMPOSING THE MAXIMUM LOCAL SALES AND USE TAX PURSUANT TO SUBSTITUTE HOUSE BILL 1406 (SHB 1406) (CHAPTER 338, LAWS OF 2019) TO BE USED TO CONSTRUCT AFFORDABLE HOUSING, SUPPORTIVE HOUSING SERVICES, AND PROVIDING RENTAL ASSISTANCE TO TENANTS; AND PROVIDING FOR OTHER MATTERS RELATING THERETO AND PROPERLY PERMITTED BY STATE LAW.

THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON DOES ORDAIN as follows:

Section 1. Findings. The City Council (the "Council") of the City of Olympia, Washington (the "City"), makes the following findings and determinations:

1.1 SHB 1406 (Chapter 338, Laws of 2019) authorizes counties and cities to impose a sales and use tax of 0.0146, provided that the city is a "Participating city" that has imposed a voter approved "Qualifying local tax" as provided in RCW 82.14.530 at a minimum or at least half of the authorized rate, which City's proceeds shall be used to construct affordable and supportive housing and for housing-related purposes, including mental and behavioral health-related facilities, and for costs for operations, maintenance, delivery, and evaluation of mental health programs and services, or housing-related services, all as permitted by state law in RCW 82.14.530.

1.2 On October 24, 2017, the Council adopted Resolution No. M-1912 (the "Ballot Resolution") authorizing submission to the qualified voters of the City a proposition authorizing an additional sales and use tax of not more than one-tenth of one percent for the Olympia Home Fund for supportive housing and housing-related purposes, including mental and behavioral health-related facilities ("Proposition No. 1") as provided in RCW 82.14.530.

1.3 Proposition No. 1 was approved by the requisite number of City voters at the election held on February 13, 2018, and its passage was certified by the County Auditor on February 23, 2018, imposing a "Qualifying local tax" for purposes of SHB 1406 (Chapter 338, Laws of 2019) to provide funds to construct affordable and supportive housing and housing related services and for operations and maintenance.

1.4 The Council finds that the City of Olympia has satisfied all prerequisites to impose the sales and use tax permitted by SHB 1406 (Chapter 338, Laws of 2019, effective July 28, 2019), including adopting Council Resolution No. M-2047 on August 5, 2019, declaring Council's intent to impose the sales and use tax permitted by SHB 1406 (Chapter 338, Laws of 2019) at the maximum rate of 0.0146 percent, as the City is a "Participating city" with an existing "Qualifying local tax" pursuant to SHB 1406.

Section 2. Sales and Use Tax Imposed.

2.1 Tax Imposed; Effective Date. The sales and use tax shall be imposed at a rate of 0.0146 of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax. The tax shall become effective on the earliest practicable date consistent with SHB 1406 (Chapter 338, Laws of 2019).

2.2 Use of Sales and Use Tax Receipts Pursuant to SHB 1406. City proceeds shall be used for acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services, and providing

supportive housing, or funding the operations and maintenance costs of new units of affordable or supportive housing, or for providing rental assistance to tenants as required by SHB 1406.

2.3 Income Limitations. The housing and services provided pursuant to SHB 1406(6) may only be provided to persons whose income is at or below sixty percent (60%) of the median income of Thurston County, as the City of Olympia is located within said county and is imposing the tax.

2.4 Expiration of Tax. The tax imposed by the City under SHB 1406 (Chapter 338, Laws of 2019) shall expire twenty (20) years after the date on which the tax is first imposed.

Section 3. Administration. The City Clerk is directed to cause a certified copy of this Ordinance to be delivered to the State of Washington Department of Revenue, the State of Washington Department of Commerce, and any other public officers or agencies required by law. The City's Administrative Services Director and other appropriate officers are authorized and directed to enter into such contracts with and provide such notices to the State Department of Revenue or Department of Commerce, and other appropriate state or local agencies, for the collection and distribution of receipts of the tax imposed by this Ordinance as may be necessary or convenient consistent with SHB 1406 (Chapter 338, Laws of 2019), Chapter 82.14 RCW and other applicable law.

Section 4. Ratification. All actions taken in furtherance of and not inconsistent with this Ordinance are ratified and confirmed in all respects.

Section 5. Severability. If any provision of this Ordinance is declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be severable from the remaining provisions of this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance.

Section 6. Publication and Effective Date. Notification of passage of this Ordinance shall be published as provided by law, and shall take effect and be in full force five (5) days after publication.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

RESOLUTION NO. M-2047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, DECLARING ITS INTENT TO ADOPT LEGISLATION TO AUTHORIZE THE MAXIMUM CAPACITY OF THE SALES AND USE TAX FOR AFFORDABLE AND SUPPORTIVE HOUSING AS PROVIDED BY SUBSTITUTE HOUSE BILL (SHB) 1406 (CHAPTER 338, LAWS OF 2019), AND OTHER MATTERS RELATED THERETO.

WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed Substitute House Bill (SHB) 1406 (Chapter 338, Laws of 2019), hereafter referred to as "SHB 1406"; and

WHEREAS, SHB 1406 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, and for the operations and maintenance costs of affordable or supportive housing, and for providing rental assistance to tenants; and

WHEREAS, the tax will be credited against state sales taxes already collected within the City of Olympia and thus will not result in higher sales and use taxes within the City of Olympia, and will provide an additional source of funding to address affordable housing needs in the City of Olympia; and

WHEREAS, the tax must be used to assist persons whose income is at or below sixty percent (60%) of the median income of the city imposing the tax; and

WHEREAS, the City of Olympia has a greater need for affordable housing units, and has determined that imposing the sales and use tax permitted by SHB 1406 to address this need will benefit Olympia's citizens; and

WHEREAS, the City of Olympia is a "Participating city" as defined in SHB 1406 that currently levies a "Qualifying local tax" as provided in RCW 82.14.530, and as such may impose the maximum rate of 0.0146 percent as provided in SHB 1406; and

WHEREAS, in order for a city or county to impose the tax, its legislative authority must adopt a resolution of intent to adopt legislation to authorize the maximum capacity of the tax permitted by SHB 1406 within six months of the date SHB 1406 took effect on July 28, 2019, and legislation to authorize the maximum capacity of the tax permitted in SHB 1406 within one year of the date of SHB 1406's effective date; and

WHEREAS, the adoption of the resolution of intent and legislation to impose the maximum capacity of the tax requires a simple majority approval of the enacting legislative authority; and

WHEREAS, the Olympia City Council wishes to state its intent in this resolution on behalf of the City of Olympia to impose the tax permitted by SHB 1406, and to adopt legislation to authorize the maximum capacity of the tax permitted by SHB 1406;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE and declares its intent, on behalf of the City of Olympia, to adopt legislation to authorize the maximum capacity of the sales and use tax authorized by SHB 1406 as a "Participating city" currently levying a "Qualifying local tax" as provided in SHB 1406 and RCW 82.14.530.

PASSED BY THE OLYMPIA CITY COUNCIL this 5th day of August, 2019.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



City Council

Approval of a Resolution Authorizing a Solar Energy Rooftop Lease Agreement Between the City of Olympia, Hands On Children's Museum and Olympia Community Solar

Agenda Date: 8/20/2019
Agenda Item Number: 6.A
File Number: 19-0745

Type: resolution **Version:** 1 **Status:** Other Business

Title

Approval of a Resolution Authorizing a Solar Energy Rooftop Lease Agreement Between the City of Olympia, Hands On Children's Museum and Olympia Community Solar

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing a solar energy rooftop lease agreement between the City of Olympia, Hands On Children's Museum and Olympia Community Solar.

Report

Issue:

Whether to approve a resolution authorizing a solar energy rooftop lease agreement.

Staff Contact:

Rich Hoey, P.E., Public Works Director, 360.753.8495

Presenter(s):

Rich Hoey, P.E., Public Works Director
Patty Belmonte, Executive Director, Hands On Children's Museum
Matt Booth and Mason Rolph, Olympia Community Solar

Background and Analysis:

Olympia Community Solar, a 501(c)(3) non-profit, recently approached the City and the Hands On Children's Museum (HOCM) to request approval of a rooftop lease for installation of a community solar project on the HOCM roof. The City of Olympia owns the HOCM building shell, while HOCM operates the museum and is responsible for utility costs.

Under the proposed agreement (attached), the City and HOCM would grant Olympia Community

Solar (OCS) a 15-year lease to install and maintain solar equipment on the HOCCM roof. If OCS does not recoup the solar equipment costs during the 15-year lease term, OCS can request up to a 5-year extension of the lease. OCS will only recoup the cost of installation, maintenance and administration of the solar equipment and not receive any profit.

As a community solar project, OCS will be seeking community support to fund the project. Since the project is dependent on future fundraising, the agreement will terminate at the option of HOCCM after two years if OCS has not completed installation of the solar equipment.

During the lease term, OCS would be responsible for all costs of installing and maintaining the solar panels. This includes removal and re-installation of the solar panels if the City needs to replace the roof. During the lease period, HOCCM would pay OCS for the value of the electricity generated from the panels and OCS distributes the value to their participating members. OCS estimates the solar panels will generate approximately one-quarter of the HOCCM electricity needs, at a value of approximately \$12,500 annually. OCS would pay the City \$1 per year for the lease of the rooftop.

Once OCS recoups the cost of the solar equipment and the lease has ended, the solar panels will become the property of the City at no cost to the City or HOCCM. At this point, the financial benefit of the electricity generation will go to HOCCM. HOCCM will then be responsible for routine maintenance of the solar equipment while the City will cover repairs. The expected life of the solar panels is approximately 30 years, so HOCCM will receive a financial benefit of the power for the 10-15 years following termination of the lease.

Under this new and innovative approach, each of the parties to the agreement will receive the following benefits consistent with their missions:

- Olympia Community Solar - Facilitates the installation of solar energy in Olympia. Creates opportunity for community investment in renewable energy and greenhouse gas reduction.
- Hands On Children's Museum - Creates visible showcase of renewable energy and opportunity for education of children and families. Reduces carbon footprint of museum and lowers electricity costs following the end of lease term.
- City of Olympia - Supports City's efforts on climate change through reduction in community greenhouse gas emissions. Supports two valued community non-profit organizations.

As a new approach to renewable energy investment, OCS hopes that the HOCCM solar project will serve as a pilot project for other potential community solar projects.

The HOCCM Board of Directors approved the agreement on August 8, 2019, while the Olympia Community Solar Board of Directors approved the agreement on August 11, 2019.

Neighborhood/Community Interests (if known):

The community has consistently voiced support for clean energy and initiatives that reduce the community's greenhouse gas emissions.

Options:

1. Approve a resolution authorizing a solar energy rooftop lease agreement between the City of Olympia, Hands On Children's Museum and Olympia Community Solar. The agreement supports the missions of two non-profit organizations and increases renewable energy in Olympia, consistent with the City's climate goals.
2. Modify the agreement to address any City Council concerns.
3. Do not approve the agreement. Olympia Community Solar would not be allowed to place a solar array on the HOCCM roof. The City or HOCCM could separately choose to fund the installation of a solar array.

Financial Impact:

None at this time. After the end of the lease term (in 15-20 years), the City may incur costs associated with repair of the solar equipment. HOCCM will be responsible for routine maintenance expenses.

Attachments:

Resolution
Solar Energy Rooftop Lease Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A SOLAR ENERGY FACILITY ROOFTOP LEASE AGREEMENT BETWEEN THE CITY OF OLYMPIA, THE HANDS ON CHILDREN'S MUSEUM, AND OLYMPIA COMMUNITY SOLAR FOR THE INSTALLATION, OPERATION AND LEASE OF A SOLAR POWER GENERATION SYSTEM FOR THE BUILDING LOCATED AT 414 JEFFERSON STREET, NE, OLYMPIA, WASHINGTON.

WHEREAS, the City of Olympia (City) owns the building located at 414 Jefferson Street, NE, Olympia Washington (the Building); and

WHEREAS, The Hands on Children's Museum (HOCM) leases the Building from the City and occupies the Building; and

WHEREAS, Olympia Community Solar (OCS) is a Washington non-profit corporation formed for the purpose of developing, installing and administering community solar power generation systems (Solar Equipment); and

WHEREAS, the City desires to promote community efforts to promote solar power generation projects to reduce carbon emissions and other pollutants; and

WHEREAS, HOCM desires to utilize the clean power generated by the Solar Equipment for its own operations and to advance its own community purposes; and

WHEREAS, the City, HOCM and OCS have negotiated terms and conditions for the installation, operation and lease of the rooftop, attic and mechanical room of the Building for the purposes of providing and installing a solar power system for the Building; and

WHEREAS, the Olympia City Council deems it to be in the best interest of the City of Olympia to enter into a Solar Energy Facility Rooftop Lease Agreement for the community benefit of utilizing clean power and thereby reducing carbon emissions and other pollutants;

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

1. The Olympia City Council hereby approves the Solar Energy Facility Rooftop Lease Agreement between the City of Olympia, The Hands on Children's Museum and Olympia Community Solar for the Building located at 414 Jefferson Street, NE, Olympia Washington, upon the agreed terms within the aforesaid Lease Agreement.

2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Solar Energy Facility Rooftop Lease Agreement between the City of Olympia, The Hands on Children's Museum and Olympia Community Solar, 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

**SOLAR ENERGY
ROOFTOP LEASE AGREEMENT**

BY AND BETWEEN

**THE CITY OF OLYMPIA, A WASHINGTON MUNICIPAL CORPORATION, AND THE
HANDS ON CHILDREN'S MUSEUM, A WASHINGTON NON-PROFIT CORPORATION,**

AS LANDLORDS

AND

OLYMPIA COMMUNITY SOLAR, A WASHINGTON NON-PROFIT CORPORATION,

AS TENANT

Table of Contents

RECITALS	1
I. GRANT OF ROOFTOP LEASE	1
1.1 DEFINITIONS	1
1.2 LEASE TO USE AND ACCESS TO ROOFTOP	2
1.3 EQUIPMENT SPACE	2
1.4 TERM OF ROOFTOP LEASE.....	2
1.5 FEES PAID FOR ROOFTOP LEASE	2
1.6 RESPONSIBILITIES OF TENANT	3
1.7 RESPONSIBILITIES OF LANDLORDS	4
II. GENERAL COVENANTS.....	5
2.1 USE OF ELECTRICAL SERVICES BY TENANT	5
2.2 CONSTRUCTION, ALTERATION AND MAINTENANCE.....	5
2.3 LAWS AND REGULATIONS.....	5
2.4 BUILDING RULES	6
2.5 ENTRY BY LANDLORDS	6
2.6 ASSIGNMENT, SUBLETTING AND TRANSFERS BY AGREEMENT	6
2.7 INSURANCE	6
2.8 INDEMNITY.....	7
2.9 CASUALTY DAMAGE.....	7
2.10 TERMINATION OF GROUND LEASE/TERMINATION OF CITY-HOCM LEASE.....	8
2.11 DAMAGES FROM CERTAIN CAUSES	8
2.12 EVENTS OF DEFAULT/REMEDIES	8
III. MISCELLANEOUS.....	9
3.1 ATTORNEYS' FEES	9
3.2 NO IMPLIED WAIVER	9
3.3 PERSONAL LIABILITY	9
3.4 NOTICE.....	9
3.5 SEVERABILITY	10
3.6 RECORDATION.....	10
3.7 GOVERNING LAW.....	10
3.8 TIME OF PERFORMANCE	10
3.9 TRANSFERS BY LANDLORDS	10
3.10 TAXES	10
3.11 REGULATORY AUTHORITY	11

3.12	INDEPENDENT CONTRACTOR.....	11
3.13	FORCE MAJEURE	11
3.14	OWNERSHIP OF EQUIPMENT	11
3.15	ENTIRE AGREEMENT.....	11

Appendix 1 Solar Equipment

Appendix 2 Landlord's Rules

SOLAR ENERGY FACILITY ROOFTOP LEASE AGREEMENT

THIS ROOFTOP LEASE AGREEMENT (sometimes referred to alternatively as "Lease" or "Agreement"), is made and entered into as of the last date shown below by a party executing this Lease (the "Effective Date"), between the CITY OF OLYMPIA, a Washington municipal corporation, and THE HANDS ON CHILDREN'S MUSEUM, a Washington non-profit corporation (collectively, "Landlords"), and OLYMPIA COMMUNITY SOLAR, a Washington non-profit corporation ("Tenant"), collectively referred to as the "Parties."

RECITALS

A. Tenant is a Washington non-profit corporation formed for the purpose of developing, installing and administering the community solar power generation system covered by this Lease. Tenant enters into this Lease in order to install and operate Solar Equipment in and on the rooftop of the Building described in this Lease for the purpose of providing a solar power system for said Building.

B. Landlord, City of Olympia, a Washington municipal corporation, owns the Building and rooftop that is the subject of this Lease. The City of Olympia desires to promote community efforts to promote solar power generation projects to reduce carbon emissions and other pollutants. Landlord, City of Olympia, has the legal authority to grant the above referenced non-exclusive Lease to Tenant, subject to certain terms and conditions set forth herein.

C. Landlord, The Hands on Children's Museum (HOCM), a Washington non-profit corporation, leases the building from the City of Olympia and occupies the Building. Landlord, HOCM, desires to utilize the clean power generated by the solar equipment installed by Tenant for its own operations and to advance its own community purposes and has the legal authority to grant the above referenced non-exclusive Lease to Tenant, subject to certain terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

I. GRANT OF ROOFTOP LEASE

1.1 DEFINITIONS

In addition to terms defined in this Lease, the following terms set forth below will be defined as follows:

1.1.1 "Building" will mean that certain building located at 414 Jefferson St NE, Olympia WA, currently known as the Hands On Children's Museum.

1.1.2 "Equipment Space" will mean that equipment rack space located in the attic and mechanical room of the Building and any portion of the Building, including the Rooftop, that contains Solar Equipment.

1.1.3 "Rooftop" will mean the applicable portions of the Building's roof of the HOCM designated by Landlord, City of Olympia and Landlord, HOCM, as the space for installation of the solar equipment.

1.1.4 "Solar Equipment" will mean Tenant's solar generation facility and related equipment including wiring, cabling and other accessories used therewith for installation, operation and maintenance on the Rooftop and in the Equipment Space, and described on the attached and incorporated herein in Appendix 1.

1.2 LEASE TO USE AND ACCESS TO ROOFTOP

1.2.1 Subject to the terms and conditions contained in this Lease, Landlords hereby grant to Tenant and Tenant agrees to accept the non-exclusive right to use that portion of the Rooftop as designated in Appendix 1 for the installation, operation and maintenance, at Tenant's sole cost and expense, of the Solar Equipment. Throughout the Term of the Lease, as described below, Landlords hereby grant Tenant a nonexclusive easement through the Building, including all elevators, stairways or other access points of egress and ingress for purposes of accessing the Rooftop for the purpose described herein and pursuant to the terms and conditions of Section 1.7 below. Tenant's right to ingress and egress herein shall be done at a time and in a manner that does not interfere with the business and operations of the HOCM.

1.2.2 Tenant acknowledges that it has inspected the Rooftop, that Landlords have made no representations or warranties respecting the condition thereof or otherwise or its suitability for Tenant's use, and that, except as may be expressly provided to the contrary in this Lease, Landlords have no obligation or duty to make any alterations, improvements, or repairs in and to the Rooftop to make same ready for Tenant's use and occupancy and Tenant takes and accepts the Rooftop in its present "as is" condition.

1.3 EQUIPMENT SPACE

Landlords acknowledge that Tenant will be installing equipment in the Equipment Space and that the installation, maintenance and use of the Equipment Space will be at Tenant's sole expense and is subject to the terms of this Lease.

1.4 TERM OF ROOFTOP LEASE

This Lease will commence on the Effective Date and will terminate on the date that is fifteen (15) years from the Effective Date (the "Term"), provided that the Lease will terminate two (2) years from the Effective Date if the Tenant has not completed the installation of the Solar Equipment. Tenant shall have an option to renew the Lease for an additional five (5) year term if the cost of installation, maintenance and administration of the Solar Equipment has not been recouped during the initial Lease term. Tenant shall provide Landlords a written estimate of the cost for the Solar Equipment prior to installation. Tenant shall provide Landlords with an annual accounting that indicates the amount recouped by Tenant of its costs for installation, maintenance and administration of the Solar Equipment. Tenant must give Landlords ninety (90) days written notice of Tenant's intent to renew the Lease prior to termination of the initial Lease term. Tenant will surrender the Rooftop to Landlords in good condition and repair (subject to ordinary wear and tear). If Tenant is in default of this Lease, then Landlords can prohibit the removal of any of the Solar Equipment, in their sole discretion, until the default is cured. The Tenant will, upon the termination of the Lease transfer and convey the Solar Equipment, cabling and accessories installed on the Rooftop and in the Equipment Space to the Landlord, City of Olympia, without further consideration, by executing a Bill of Sale conveying same to Landlord, City of Olympia, the same having been fully depreciated. In the event Tenant defaults under the terms of this Lease, or fails to repair or maintain the Solar Equipment, its cabling and accessories, then Landlord, City of Olympia, is entitled to take possession and ownership of said Solar Equipment, cabling and accessories without further consideration as liquidated damages for Tenant's default.

1.5 FEES PAID FOR ROOFTOP LEASE

Tenant agrees to pay Landlord, City of Olympia, a fee for this Lease, without notice, setoff or demand, of One and No Cents Dollars (\$1.00) per year, commencing with the Effective Date and payable on January 31st of each year thereafter during the term of this Lease. Such payments will be made in person or by United States Mail, postage prepaid, to the address of this Landlord, City of Olympia, set forth in Paragraph 3.4. The annual fee may

be paid in advance by Tenant. The amount of the fee is based on the Tenant's representation that it shall not be operated in a manner to return a profit. Either Landlord, the City of Olympia or HOCM, shall have the right to inspect the Tenant's corporate records relating to the costs of installation, maintenance and administration of the Solar Equipment and recoupment of said costs.

1.6 RESPONSIBILITIES OF TENANT

1.6.1 Plans and Specifications of Solar Equipment. Tenant, at Tenant's sole expense, will design, procure and install the Solar Equipment in accordance with its plans and specifications, which plans and specifications Tenant will share with the Landlords. Tenant is responsible for all costs associated with the Lease, including the costs of installing, operating and maintaining the Solar Equipment. The Tenant will fully depreciate the fair market value of the equipment over the term of this Lease or its option term.

1.6.2 Use and Maintenance. This Lease is limited to allowing Tenant only to install, maintain and operate the Solar Equipment on the Rooftop and Equipment Space in the location or locations described in Appendix 1.

Tenant agrees not to use or permit the use of the Rooftop or Equipment Space for any purpose which is illegal, dangerous to life, limb or property or which, in either Landlord's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Building. In particular, no environmentally hazardous materials will either be used or stored in or around the Rooftop and Equipment Space and no such materials will be used in any of the Solar Equipment installed by Tenant on the Rooftop or in the Equipment Space. Tenant will not permit unauthorized person or persons with insufficient expertise or experience to access the Equipment Space or maintain or operate the Solar Equipment. Tenant and Landlords understand that the Equipment Space must be kept locked and secure at all times. Access to the Equipment Space shall be permitted to agents and employees of Tenant and Landlords for installation, maintenance and inspection purposes.

Tenant acknowledges that interruptions in utility services and power surges are not uncommon in facilities such as the Building. Tenant acknowledges that all Solar Equipment in the Building is the sole responsibility of Tenant and that the use and operation of such Solar Equipment is at Tenant's sole risk.

Landlord City of Olympia reserves the right to maintain the Property and Building in any way it deems fit. In the event that Landlords desire to conduct maintenance of the roof portion of the Building, Landlords agree to provide a courtesy one (1) month written notice to Tenant. Tenant agrees to accommodate Landlords by taking whatever action necessary to secure the Equipment, or to remove it temporarily, in order for Landlords to make repairs and/or perform necessary maintenance. Landlords will use their best efforts to timely perform any work which requires Tenant to remove or otherwise disable its Equipment. Should roof maintenance or replacement require removal of equipment, such removal shall be at the sole expense of the Tenant and Tenant will use its best efforts to work with Landlords to allow necessary maintenance, repair, and/or replacement.

1.6.3 Care and Maintenance by Tenant. Tenant agrees not to commit any waste or allow any waste to be committed within or on any portion of the Rooftop and will not injure the Rooftop, Equipment Space or Building but will maintain the Rooftop and Equipment Space in a clean condition and in good repair, except as to damage to be repaired by Landlords, as provided herein. Tenant will remove all excess cable, tools and equipment and will keep all areas neat and clean at all times. At the termination of this Lease, Tenant agrees to deliver up the Rooftop and Equipment Space to Landlords in as good condition as at the date of the commencement of the term of this Lease, ordinary wear and tear excepted.

1.6.4 Site Technical Standards. Tenant agrees that the installation, operation and maintenance of its Solar Equipment will at all times, and at Tenant's sole cost and expense, comply with such technical standards for the Rooftop and Equipment Space as may from time to time be established by Landlords, City of Olympia and Hands On Children's Museum, in said Landlords' reasonable discretion, including, without limitation, technical standards relating to structural engineering, and city construction permits (the "Site Technical Standards").

1.6.5 Removal of Solar Equipment. Tenant will remove its Solar Equipment within thirty (30) business days after the termination of this Lease if requested by Landlords, provided Tenant repairs any damage to the Building (including the Rooftop and Equipment Space) caused thereby, excluding ordinary wear and tear. To assure that Tenant will remove its Solar Equipment and will effect such repairs, as security Landlords, City of Olympia and Hands On Children's Museum may require Tenant to deposit \$10,000 cash into an escrow account, which Landlord, City of Olympia, shall be authorized to draw upon in the event of Tenant's failure to timely remove the Solar Equipment. Tenant will not be permitted to remove any moveable Solar Equipment or other personal property or equipment from the Rooftop at any time, including at the end of the Lease Term or any renewal thereof or other sooner termination of this Lease, if Tenant is then in default under this Lease.

If Tenant does not remove its Solar Equipment (to the extent such is entitled to be removed) on or prior to the expiration or termination of this Lease without the written consent of Landlords to maintain the Solar Equipment at the Rooftop or Equipment Space, Tenant's Solar Equipment will be conclusively deemed to be abandoned (after Landlords have given Tenant twenty (20) business days' written notice of such expiration or termination) and said Solar Equipment will become Landlord, City of Olympia's property, and this Landlord may remove and/or dispose of such Solar Equipment as Landlord, City of Olympia, sees fit, all at Tenant's cost and expense. In connection therewith, provided Tenant is not in default hereunder, Landlord, City of Olympia, agrees that if Tenant requests permission to maintain its Solar Equipment on the Rooftop after the termination of this Lease, Landlord, City of Olympia, will not unreasonably withhold its consent thereto. Such consent will be deemed to be reasonably withheld if such space is relet to a third party or if the marketing of such space is inhibited by the presence of the Solar Equipment.

1.7 RESPONSIBILITIES OF LANDLORDS

1.7.1 Rights of Access and Provision of Space and Facilities. Both Landlords will provide employees or agents of Tenant rights of ingress and egress in those portions of the Building under their control and will provide Tenant with access to and use of the Rooftop and Equipment Space consistent with the requirements of the installation, operation, maintenance, and service of the Solar Equipment; provided, however, such rights of ingress and egress will be (i) limited to reasonable hours; (ii) subject to the terms and conditions of any leases between either Landlord and other tenants; and (iii) subject to rules and regulations reasonably promulgated from time to time by either Landlord regarding such rights of ingress and egress.

1.7.2 Non-Interference. Tenant will have the sole and exclusive right to install and operate solar energy generating equipment on the Rooftop. In no event during the Term will either Landlord construct, build or locate, or allow others to construct, build, or locate any equipment or facilities (solar or otherwise) on the property that would unreasonably interfere with the Solar Equipment or otherwise engage in, or allow others to engage in activity, that might impede the Solar Equipment's access to the sun or decrease the output or efficiency of the Solar Equipment.

1.7.3 Electricity Purchase. Landlord, HOCM, agrees that it shall pay the Tenant monthly for electricity generated by the Solar Equipment at the then-applicable tariff rate on file with the Washington Utilities and

Transportation Commission until the sooner of: the Lease is terminated, expires or Tenant has recouped its costs of installation, maintenance and administration of the Solar Equipment..

1.7.4 Upon Termination of Lease. Upon the termination of the Lease, Landlord City of Olympia shall own the Solar Equipment and shall be solely responsible for the maintenance and upkeep of such Solar Equipment, except as expressly provided in Subparagraph 1.7.5 below. HOCM shall receive all the benefit of the electricity generated by the Solar Equipment.

1.7.5 Maintenance by Landlords. Upon termination of the Lease, Landlord HOCM shall be responsible for annual routine maintenance such as cleaning the solar panels and Landlord City of Olympia shall be responsible for major maintenance such as solar panel replacement during the useful life of the solar energy equipment, for a period not to exceed thirty (30) years.

II. GENERAL COVENANTS

2.1 USE OF ELECTRICAL SERVICES BY TENANT

Landlords will furnish Tenant electrical facilities to provide sufficient power for Tenant's Solar Equipment; provided, however, that Tenant will be responsible for (i) the cost of installing such facilities, (ii) the cost of the installation of any separate meters required by Tenant, and (iii) the sums charged either Landlord by the applicable utility for such service as reflected by such meter. Temporary interruption in the power provided by such facilities will not render either Landlord liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's Solar Equipment fails because of a loss of electrical power, Landlords will use reasonable diligence to restore electrical power promptly, but Tenant will have no claim for damages on account of any interruption in electrical service occasioned thereby or resulting therefrom.

2.2 CONSTRUCTION, ALTERATION AND MAINTENANCE

In addition to and not in limitation of any provision herein concerning construction, alterations, installation and maintenance of any equipment installed herewith, Tenant will comply and, to the extent applicable, the contractors or subcontractors of Tenant will comply with the provisions of Appendix 2, attached hereto, together with such other rules and regulations promulgated from time to time by either Landlord.

2.3 LAWS AND REGULATIONS

Tenant agrees to comply with all applicable laws, ordinances, rules, and regulations of any governmental entity or agency having jurisdiction with respect to the Lease and/or the Building.

Tenant warrants that the equipment installed in conjunction with this Lease will comply with manufacturers' specifications, such specifications to comply with all federal, state and local rules and regulations. Tenant will, at Tenant's sole cost, take all measures necessary to ensure that such equipment is within manufacturers' specifications and that all equipment strictly complies with all laws, rules, regulations, ordinances and codes, whether now or hereafter existing, of all federal, state and local governmental authorities and that the equipment strictly complies with all contractual obligations to which Tenant is bound in connection with such equipment and as applicable to the Solar Equipment or similar facilities.

Tenant will use its best efforts and take all measures necessary to ensure that the Solar Equipment installed by Tenant does not interfere with or disturb the operation of any other equipment or business of Landlord or of any other tenant, or occupant of the Building. In the event of such interference or disturbance to an existing tenant,

occupant, Tenant shall immediately make such necessary adjustment to its equipment to correct such interference or disturbance. In the event Tenant does not make immediate necessary adjustment to its equipment to correct such interference or disturbance, then HOCM may contract for and arrange to have a solar company correct such interference or disturbance. In the event HOCM must complete this, then the cost of such solar company to correct the interference or disturbance may be deducted from any costs due from HOCM to Tenant.

Nothing herein will be deemed to limit Tenant's obligations or either Landlord's rights under Article 1.7.5 above.

2.4 BUILDING RULES

Tenant will comply with the rules and regulations of the Building as adopted and altered by either Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so, provided such rules: (i) do not unreasonably and materially interfere with Tenant's conduct of its business; and (ii) do not require payment of additional moneys. All changes to such rules will be sent by the Landlords to Tenant in writing.

2.5 ENTRY BY LANDLORDS

Tenant agrees to permit either Landlord or its employees, agents or representatives to inspect any portion of the Solar Equipment installed in or on the Building by Tenant at all reasonable hours (and in emergencies at all times) to inspect the same, to clean or make repairs, alterations or additions to the Equipment Space, Rooftop or to the Building, and Tenant will not be entitled to any abatement or reduction of Lease Fees by reason thereof. Landlord shall request that Tenant supply a representative to facilitate Landlord's inspection, but Landlord shall not be required to delay its inspection in the event that a Tenant representative is not available.

2.6 ASSIGNMENT, SUBLETTING AND TRANSFERS BY AGREEMENT

Tenant may assign this Lease or its rights hereunder to (a) any corporation, company or other entity which is controlled or managed by Tenant, (b) any nonprofit entity which has purchased or received a distribution of all or substantially all the assets of Tenant or the Solar Equipment. In the case of any assignment, the assignee will be deemed to have assumed, without releasing Tenant, all obligations under this Lease. Any other assignment by Tenant of this Lease or the rights hereunder will be subject to the prior written consent of both Landlords, which consent will not be unreasonably withheld.

2.7 INSURANCE

2.7.1 Insurance Policies. Prior to the commencement of any work, installation, maintenance in, on or about the Building and during the term of this Lease, Tenant will obtain and maintain the following insurance, at its own expense, in amounts not less than those specified below:

- a. Commercial General Liability for bodily injury liability and property damage liability with limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate coverage.

2.7.2 Policy Terms. The above insurances will, without liability on the part of either Landlord for premiums thereof, include the following:

Endorsement as Additional Named Insureds of:

- a. Both Landlords and affiliates as designated from time-to-time by Landlords;
- b. All other indemnity obligations as set forth in this Lease; and

- c. Thirty (30) days prior notice of cancellation to each certificate holder.

The carrying of the insurance described herein will in no way be interpreted as relieving Tenant of any responsibility or liability under this Lease.

2.7.3 Certificates of Insurance. Prior to the commencement of any work in, on or about the Building, Tenant will obtain and file certificates with both Landlords showing existence of such insurance, which insurance will be subject to both Landlords' approval as to the adequacy of protection and compliance with this Lease and the satisfactory character of the insurer. Such insurance will be placed with reputable insurance companies licensed to do business in the State of Washington.

2.7.4 Contractors and Subcontractors. Should Tenant engage a contractor or subcontractor, the same conditions applicable to Tenant under this Lease shall apply to each contractor or subcontractor, including but in no way limited to the indemnity and insurance clauses.

2.8 INDEMNITY

Except for the gross negligence, willful misconduct or default under this Lease by either Landlord, its employees or agents, Tenant hereby agrees to protect, defend, and hold harmless each Landlord and its agents and their respective officers, employees, agents, directors, shareholders and assigns, from and against all loss, claims and expense, including without limitation any loss or damage attributable in whole or in part to Tenant or its employees, servants, agents or contractors, because of damage to, loss or destruction of property, including loss of use thereof, and/or because of bodily injury, sickness or disease, or death sustained by any person, including workmen's occupational disease arising directly or indirectly from Tenant's activities under the Lease, arising directly or indirectly from the Solar Equipment, or the use and occupancy by Tenant of the Rooftop or Equipment Space, or any breach of this Lease.

2.9 CASUALTY DAMAGE

If the Solar Equipment or any part thereof will be damaged by fire or other casualty, Tenant will give prompt written notice thereof to Landlord City of Olympia. In case the Building will be damaged such that alteration or reconstruction of the Building, in Landlord City of Olympia's sole opinion, is required (whether or not any equipment or property of Tenant will have been damaged by such casualty) or in the event any mortgagee of Landlord, City of Olympia, should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt or in the event of any material uninsured loss to the Building, Landlord City of Olympia, may at its option, terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the date of such casualty. If Landlord, City of Olympia, does not elect to terminate this Lease, Landlord, City of Olympia, will commence and proceed with reasonable diligence to restore the Building shell, excluding any of the Solar Equipment (which will be Tenant's sole responsibility to restore at its sole cost and expense) in accordance with the terms of the Lease; except that Landlord, City of Olympia obligation to restore will not require Landlord to spend for such work an amount in excess of the insurance proceeds actually received by Landlord, City of Olympia, as a result of the casualty. When the repairs described in the preceding sentence have been completed by Landlord, City of Olympia, Tenant will then complete the restoration of all improvements in excess of such improvements installed by Landlord, City of Olympia, which are necessary to permit Tenant's resumption of operations pursuant to the Tenant's final working drawings and specifications ("Improvement Restoration"). Construction of the Improvement Restoration will be completed within two (2) months after Landlord, City of Olympia, first notifies Tenant that the improvements to be completed by Landlord have been substantially completed. All cost and expense of completing the Improvements Restoration will be borne by Tenant. Landlord, City of Olympia, will not be liable for any inconvenience or annoyance to Tenant or injury to the business

of Tenant resulting in any way from such damage or the repair thereof except that the Lease Fee will abate from the date of the damage through the period of restoration.

2.10 TERMINATION OF GROUND LEASE/TERMINATION OF CITY-HOCM LEASE

If the ground lease between Landlord, City of Olympia, and the Port of Olympia is terminated, then this Lease will terminate as of the date that the ground lease was terminated. If the lease between Landlord, City of Olympia, and Landlord, HOCM, is terminated, then Landlord, HOCM's obligations under this lease to Tenant shall terminate as of the date that the City of Olympia-HOCM lease is terminated.

2.11 DAMAGES FROM CERTAIN CAUSES

Notwithstanding any provision herein, neither party will be liable to the other for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority.

2.12 EVENTS OF DEFAULT/REMEDIES

2.12.1 The following events will be deemed to be events of default by the Landlords and/or Tenant under this Lease: (i) Landlords or Tenant fails to pay any Lease Fees or other sum of money, including the payment for electricity required by Article 1.7.3, when due hereunder and such failure continues for a period of ten (10) business days after receipt of written notice from the other party of such failure; (ii) Tenant or Landlords fail to comply with its respective obligations under any provision of this Lease, and such failure continues for a period of thirty (30) days after written notice of such default is delivered to the defaulting party, provided, however, if such condition cannot reasonably be cured within such thirty (30) day period, it instead will be an event of default if the defaulting party fails to commence to cure such condition within such thirty (30) day period and/or thereafter fails to prosecute such action diligently and continuously to completion within ninety (90) days of the date of the notice of default; (iii) the Lease hereunder granted will be taken on execution or other process of law in any action against Tenant; (iv) Tenant ceases to do business or abandon any rights granted under the Lease; (v) Tenant becomes insolvent or unable to pay its debts as they become due, or Tenant notifies Landlord that it anticipates either condition; (vi) Tenant takes any action to, or notifies Landlords that Tenant intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; (vii) a receiver or trustee will be appointed for Tenant's Lease interest in this Lease or for all or a substantial part of the assets of Tenant; or (viii) Landlords substantially interferes or allows another to substantially interfere with the sunlight reaching the Solar Equipment.

2.12.2 Upon the occurrence of any event or events of default by Tenant, whether enumerated in Paragraph 2.12.1 or not, each Landlord will have the option to pursue any remedies available to it at law or in equity without any additional notices to Tenant or demand for possession. Landlord, City of Olympia's remedies will include but not be limited to the following: (i) terminate this Lease and take possession of the Solar Equipment; (ii) terminate electrical power to the Solar Equipment; and (iii) exercise all other remedies available to Landlord, City of Olympia, Landlord, HOCM's remedies will include but not be limited to the following: (i) terminate this Lease; (ii) terminate electrical power or its use from the Solar Equipment; and (iii) exercise all other remedies available to Landlord. Landlords shall have all other remedies at law or in equity, including, without limitation, injunctive relief of all varieties, and termination rights. Upon the occurrence of any event or events of default by Landlords, whether enumerated in Paragraph 2.12.1 or not, Tenant may exercise all remedies available to it at law or in equity, including, without limitation, injunctive relief of all varieties, and termination rights.

2.12.3 Each party will be in default hereunder in the event the defaulting party has not begun and pursued with reasonable diligence the cure of any failure to comply with its respective obligations under any provision of this Lease within thirty (30) days of the receipt by the other of written notice of the alleged failure to perform. In no event will either party have the right to terminate or rescind this Lease as a result of the alleged default as to any covenant or agreement contained in this Lease.

2.12.4 Notwithstanding the provisions of Paragraph 2.12.2 above, an event of default by Tenant which has resulted from mandated compliance by Tenant with applicable laws, rules or regulations of any federal, state or other local governmental authority will be waived by both Landlords; however Tenant agrees to use all reasonable efforts to comply with the terms hereof consistent with such laws, rules or regulations.

III. MISCELLANEOUS

3.1 ATTORNEYS' FEES

In the event of a dispute hereunder, each party will pay its own attorneys' fees and costs.

3.2 NO IMPLIED WAIVER

The failure of either party to insist at any time upon the strict performance of any covenant or agreement herein or to exercise any option, right, power or remedy contained in this Lease will not be construed as a waiver or a relinquishment thereof for the future.

3.3 PERSONAL LIABILITY

In no event will either party be liable to the other for (a) any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Building or of any third parties or (b) any consequential, special or incidental damages.

3.4 NOTICE

All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Lease will be in writing, and will be mailed, postage pre-paid, by registered or certified mail, or by a reliable overnight courier service with delivery verification, addressed as follows:

If to Landlord City: Director of Public Works
 City of Olympia
 601 4th Ave E
 P.O. Box 1967
 Olympia, WA 98507-1967

and

If to Landlord HOCM: Patty Belmonte, Executive Director
 Hands on Children's Museum
 414 Jefferson St NE
 Olympia, WA 98501

and

If to Tenant Olympia Community Solar:
Mason Rolph
Olympia Community Solar
112 4th Avenue E
Olympia, WA 98501

Each notice, demand, request, or communication which is mailed or delivered in the manner described above will be deemed sufficiently given, served, sent or received for all purposes at such time as it is delivered to the addressee first named above for each party (with the return receipt of verification of delivery being deemed conclusive evidence of such notice), or at such time as delivery is refused by addressee upon presentation.

Either party may designate by notice in writing a new address and/or individual to which any notice, demand, request or communication made thereafter will be so given, served or sent.

3.5 SEVERABILITY

If any term or provision of this Lease, or the application thereof to any person or circumstance will, 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, will not be affected thereby, and each term and provision of this Lease will be valid and enforced to the fullest extent permitted by law.

3.6 RECORDATION

Tenant will have the right to record a Memorandum of Lease for purposes of memorializing its rights to the Rooftop; provided Tenant will be responsible for filing and recording a termination of the memorandum within thirty (30) days prior to the expiration of this Lease.

3.7 GOVERNING LAW

This Lease and the rights and obligations of the parties hereto will be interpreted, construed, and enforced in accordance with the laws of the State of Washington.

3.8 TIME OF PERFORMANCE

Except as expressly otherwise herein provided, with respect to all required acts of Tenant, time is of the essence of this Lease.

3.9 TRANSFERS BY LANDLORDS

Either Landlord will have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building, and in such event and upon such transfer the transferring Landlord will be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the transferring Landlord for the performance of such obligations, provided, however, such successor in interest expressly accepts such obligations in writing.

3.10 TAXES

Tenant will be responsible for collecting and remitting all applicable federal, state and local taxes attributable to the ownership and operation of any equipment installed pursuant to this Lease, provided, however,

that Tenant will not be responsible for any taxes imposed on the income of the Landlords derived from the Building or otherwise.

3.11 REGULATORY AUTHORITY

Tenant will use reasonable business efforts to secure any permits, Leases, regulatory approvals and authorizations from federal, state and local governments ("Permits") required currently or in the future for the provision of any services and exercise of any of its rights under the Lease, and Tenant's right and obligations hereunder will be subject to receipt and maintenance of all necessary Permits. Tenant will promptly inform Landlords of (i) any legal or regulatory development of which Tenant becomes aware that would prohibit or render all or any portion of this Lease Agreement commercially unfeasible or (ii) its revocation of or failure to obtain any Permits.

3.12 INDEPENDENT CONTRACTOR

Tenant will at all times act in its own capacity and right as an independent contractor. Tenant will have no right to make purchases, or to obligate the Landlords to expend any funds or to perform any obligations other than as provided in this Lease or as may be authorized in writing by Landlords. Tenant agrees that it and any of its employees or agents will at all times present and represent itself or themselves as representatives of Tenant.

3.13 FORCE MAJEURE

Except with respect to Tenant's payment obligations under this Lease, if the performance by a party to this Lease of any nonmonetary obligation hereunder is interfered with by reason of any circumstances without the fault or negligence, or beyond the reasonable control, of either party, including fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies, any law, order, natural disaster, regulation, ordinance, requirement, acts of, or failures to act by, any government or any legal body or representative of any such government, labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts, embargo, delay of a common carrier, or any act of any tenant or tenant's agents, or any other cause beyond such party's control, then the party affected will be excused from such performance on a day-to-day basis to the extent of such interference (and the other party will likewise be excused from performance of its obligations on a day-to-day basis to the extent such other party's obligations relate to the performance so interfered with), provided that the affected party will use reasonable efforts to remove such causes of non-performance.

3.14 OWNERSHIP OF EQUIPMENT

Unless acquired as provided in this Lease, the Landlords will have no ownership or other interest in any Solar Equipment installed on the Building. The manner of operation of the Solar Equipment, including but not limited to decisions on when to conduct maintenance, is within the sole discretion of Tenant, subject to either Landlord's reasonable rules and regulations as it relates to access to the Rooftop and Equipment Space. Tenant will, in good faith, work to coordinate all construction and maintenance (emergency repairs excepted) of the Solar Equipment with both Landlords so as to not unreasonably interfere with either Landlord's use of the Property.

3.15 ENTIRE AGREEMENT

This Lease embodies the entire agreement between the parties hereto with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties hereto with regard thereto other than those specifically set forth herein.

LANDLORD – CITY OF OLYMPIA, a Washington municipal corporation

By: _____
 Print Name: _____
 Title: _____
 Date: _____

[illegible]

On the ____ day of _____ 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven R. Hall, to me known to be the City Manager of the City of Olympia, a Washington municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

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

Signature _____
 Print Name: _____
 NOTARY PUBLIC in and for the State of
 Washington, residing at _____
 My commission expires _____

APPROVED AS TO FORM:

Mark Barker
City Attorney

By: Mason Rolph
Print Name: MASON Rolph
Title: President
Date: Aug. 12th 2019

On the 12th day of August 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Mason Rolph, to me known to be the President of Olympia Community Solar, a Washington non-profit corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

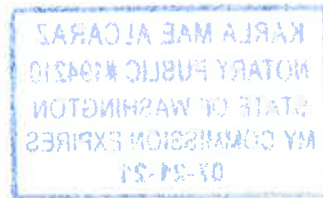
KARLA MAE ALCARAZ
NOTARY PUBLIC #194210
STATE OF WASHINGTON
MY COMMISSION EXPIRES
07-21-21

14

Appendix 1

SOLAR EQUIPMENT

TO BE SUPPLIED BY OLYMPIA COMMUNITY SOLAR



Appendix 2

LANDLORD'S RULES

TO BE SUPPLIED BY THE HANDS ON CHILDREN'S MUSEUM



City Council

Approval of the 2019 Percival Plinth Project Peoples' Choice Award

Agenda Date: 8/20/2019
Agenda Item Number: 6.B
File Number: 19-0696

Type: recommendation **Version:** 2 **Status:** Other Business

Title

Approval of the 2019 Percival Plinth Project Peoples' Choice Award

Recommended Action

Committee Recommendation:

The Arts Commission recommends approval of the purchase of **The Giant and I** by Nathan Robles as recommended by public vote.

City Manager Recommendation:

Move to approve the purchase of **The Giant and I** by Nathan Robles as recommended by the Arts Commission.

Report

Issue:

Whether to recommend to City Council purchase of **The Giant and I** by Nathan Robles for the 2019 Percival Plinth Peoples' Choice Award, based on public vote.

Staff Contact:

Angel Nava, Arts Program Specialist, Olympia Parks, Arts & Recreation, 360.753.8384

Presenter(s):

Angel Nava, Parks, Arts & Recreation
Timothy Grisham, Chair, Olympia Arts Commission

Background and Analysis:

On March 26, 2019, City Council approved the sculptures recommended by the Arts Commission for the ninth year-long display of loaned sculpture for the Percival Plinth Project. Associated with this exhibition is the public vote known as the Peoples' Choice Award, by which one sculpture is selected for purchase by the City. The period of voting took place from June 21 (with a public kick-off) - July 31, 2019. All loaned sculptures will be returned in spring 2020 and the popularly selected piece will be moved to City Hall for one year before being reinstalled in another Olympia location. This will leave all plinths cleared for another exhibition and competitive process.

Selected Sculpture

For the 2019 Percival Plinth People's Choice award 1,600 ballots were cast in the month of July. A record breaking community engagement year due in part to the introduction of a new online voting process, more than doubled 2018 voter turnout (631). **The Giant & I** by Nathan Robles took the lead with 330 votes. Honorable mentions were **Bear Listening in a Story Place** by Nancy Thorne Chambers with 218 votes, and **Work** by Nathan Robles with 189 votes.

Voters for **The Giant & I** spoke to it being "thought provoking", and being "extremely beautiful and well crafted", as well as appreciating how the work spoke to "the humanity of all things" with a focus on "empathy" and its "potential to facilitate understanding".

Neighborhood/Community Interests (if known):

53 percent of votes were from Olympia residents. 920 people visited the sculptures in person.

Options:

- 1) Approve purchase of **The Giant & I** by Nathan Robles as recommended by public vote.
- 2) Do not approve purchase of **The Giant & I** by Nathan Robles as recommended by public vote.
- 3) Provide staff guidance on a different recommendation.

Financial Impact:

Purchase price for the sculpture is \$9,750 (\$10,000 budgeted), from the Municipal Art Fund.

Attachments:

Link to Plinths Webpage

The Giant & I by Nathan Robles

[Home](#) » [City Services](#) » [Parks, Arts & Recreation](#) » [Public Art](#) » [Percival Plinth Project](#)

Percival Plinth Project

Navigation

- [Building Permits-Land Use](#)
- [Code Enforcement](#)
- [Disasters and Emergency Preparedness](#)
- [Fire Department](#)
- [Historic Preservation](#)
- [Housing & Social Service Funding Program](#)
- [Neighborhood Programs](#)
- [Online Services](#)
- [Parking Services](#)
- [Police Department](#)
- [Transportation](#)
- [Urban Forestry](#)



What is the Percival Plinth Project?

Every year, the plinths at [Percival Landing](#) host a new selection of loaned sculpture by local and regional artists. A community vote is held and the sculpture that receives the most votes is purchased by the City for permanent display at another location in Olympia.

Sculpture not awarded the People's Prize is available for purchase at the completion of its exhibition. Please contact the artist directly for purchase inquiries.

Vote Now!

View each of the 15 loaned sculptures online or in person at Percival Landing ([see map](#)). Then vote for your favorite using the button below.

Voting ends July 31, 2019. The winner will be announced at a City Council meeting in August.

☐ [View Sculptures and Vote](#)
☐ [Current Exhibition & Past Winners](#)

Questions?

Contact Angel Nava at **360.753.8384** or anava@ci.olympia.wa.us

Experience It!
REGISTER FOR CLASSES AND ACTIVITIES ONLINE.

Recreation
FIND CLASSES AND ACTIVITIES IN OUR RECREATION GUIDE

The Fun Fund
DONATE NOW TO GIVE SOMEONE THE GIFT OF FUN!

City Calendar

- 8/15** - 5:30 p.m.
[Cancelled](#)
- 8/15** - 6:00 p.m.
[Parks & Recreation Advisory Committee](#)
- 8/19** - 6:30 p.m.
[Olympia Planning Commission](#)
- 8/20** - 8:00 a.m.
[Potential Quorum of City Council](#)
- 8/20** - 7:00 p.m.
[City Council Meeting](#)

→ [View full calendar...](#)

City Updates

2020-2025 PRELIMINARY CFP
The [2020-2025 Preliminary Capital Facilities Plan](#) is now available for review. Public comments can be made at either of the following meetings:
Planning Commission Public Hearing: September 16

City Council Hearing: October 29

2020 LODGING TAX FUNDING
The application period is now open for funding from Olympia's Lodging Tax for 2020 tourism-related services. [Apply](#) by 4 p.m. on Thursday, September 19.

2020 BUDGET: YOUR PRIORITIES As we begin to develop the City budget for 2020, we know there may be some difficult decisions to make. So we need to hear from you. **What are your top priorities?** [Take the surveys on Engage Olympia...](#)

2019 ANNUAL REPORT AVAILABLE **Olympia Onward** tells the story of our commitment to making our community vision real. It highlights stories of success, priorities for the year, and community indicator data to track our progress. [Download Olympia Onward...](#)

OLYMPIA MUNICIPAL CODE
Quick link to codes and standards including [Olympia Municipal Code](#).

MEETINGS [Agenda and Minutes](#) for City Council and most advisory

feedback

[back to top...](#)

Copyright © 2019. All rights reserved. Last Updated: Jul 09, 2019

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources.

City of Olympia, Washington
PO Box 1967
Olympia, WA 98507-1967

[Home](#) [Contact Us](#) [Jobs & Volunteering](#) [Online Services](#) [Website Support](#) [Privacy](#) [Sitemap](#)

The Giant and I

Medium: Steel

Dimensions: 7' x 2.5' x 2.5'

Artist: Nathan Robles

Kennewick, WA

