

**GRANT AGREEMENT FOR CONSTRUCTION OF A HOMELESS SHELTER, PHASE 1
OF REDEVELOPMENT OF 2828 MARTIN WAY EAST, OLYMPIA, WASHINGTON,
BETWEEN THE CITY OF OLYMPIA, A WASHINGTON MUNICIPAL CORPORATION,
AND INTERFAITH WORKS, A WASHINGTON PUBLIC BENEFIT CORPORATION**

THIS GRANT AGREEMENT ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties to this Agreement are the CITY OF OLYMPIA, a Washington municipal corporation (hereinafter the "City"), and INTERFAITH WORKS, a Washington public benefit corporation (hereinafter "Interfaith" or "IW"), and collectively referred to herein as the "Parties."

RECITALS

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

WHEREAS, On October 24, 2017, the Olympia City 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"); and

WHEREAS, Proposition No. 1 was approved by the requisite number of voters at the election held on February 13, 2018, and its passage was certified by the Thurston County Auditor on February 23, 2018; and

WHEREAS, the Olympia City Council enacted Ordinance No. 7127 imposing the additional sales and use tax at a rate of one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax. The tax became effective on the earliest practicable date consistent with RCW 82.14.055 following enactment of the Ordinance; and

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

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

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

WHEREAS, the City, LIHI and IW agreed that the real property at 2828 Martin Way East 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 (EXHIBIT C); and

WHEREAS, LIHI and Interfaith Works, a Washington public benefit corporation, determined that the real property at 2828 Martin Way East is suitable for providing affordable housing and housing-related services for the citizens and residents of the City of Olympia and that said property is appropriate and suitable for redevelopment to provide new construction of affordable housing and facilities providing housing-related facilities, including facilities up to sixty (60) temporary shelter beds (EXHIBIT E) dependent upon COVID protocols; and

WHEREAS, the City and LIHI subsequently entered into a development agreement pursuant to which the Property will be developed in phases to provide 111 units of low income housing and a sixty (60) bed shelter for persons experiencing homelessness (EXHIBIT D); and

WHEREAS, Phase 1 of the Project will provide sixty-four (64) units of low-income housing and a sixty (60) bed shelter for persons experiencing homelessness; and

WHEREAS, on May 15, 2019, LIHI and Interfaith submitted a joint application to the City of Olympia's Home Fund Advisory Board requesting funds for the construction, development and shelter services upon the real property at 2828 Martin Way East, Olympia, Washington (EXHIBIT E); and

WHEREAS, by letter dated June 26, 2019, LIHI and Interfaith Works were informed by Cary Retlin, Olympia Home Fund Manager, that their joint application for an award from The Home Fund had been conditionally granted in the amount of \$1,100,000 from the City of Olympia's Home Fund by the Olympia City Council (EXHIBIT F). LIHI and Interfaith Works were informed the award is conditional and

was not a guarantee of funds, subject to conditions to be detailed in a contract for the project at 2828 Martin Way East;

WHEREAS, to facilitate the development of Phase 1 of the Project, LIHI intends to submit the Property to a condominium regime creating a housing unit to contain sixty-four (64) units of low income housing (the "Housing Unit") and a separate condominium unit containing a sixty (60) bed shelter for persons experiencing homelessness (the "Shelter Unit" with the "Housing Unit," known as the "Project"); and

WHEREAS, the City and LIHI will enter into a separate agreement pursuant to which LIHI has been awarded \$600,000 for purposes of the development of the Housing Unit; and

WHEREAS, the City and IW desire to enter into this Agreement setting forth the terms upon which the City will grant to IW \$500,000 for purposes of the development of the Shelter Unit;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. GENERAL PROVISIONS

1.1 Grant Number. The number assigned to this Grant Agreement is **2019-06-26 Interfaith Works**. This Grant Number shall appear on all invoices, addendums, modifications or correspondence relating to this Agreement.

1.2 Grant Purpose. The general purpose of this Grant Agreement between the Parties is to provide funding to IW for the development and construction of the Shelter Unit containing a 24/7 enhanced homeless shelter with up to sixty (60) beds and support facilities on the ground floor subject to COVID protocols. The total Grant funding from the City of Olympia Home Fund to Interfaith Works is \$500,000 for capital funding of the Interfaith Works shelter located at 2828 Martin Way East, Olympia, WA (EXHIBIT A). Funding is provided pursuant to RCW 82.14.530.

The obligations of Interfaith Works under this Agreement shall relate solely to the development and operation of the Shelter Unit. Interfaith Works shall have no obligations or liabilities under this Agreement with respect to the development or operation of the Housing Unit or any portions of the Project other than the Shelter Unit.

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

- EXHIBIT A Scope of Work
- EXHIBIT B Budget
- EXHIBIT C Real Estate Purchase and Sale Agreement
- EXHIBIT D Development Agreement
- EXHIBIT E Application for Award Funding
- EXHIBIT F Conditional Award Letter
- EXHIBIT G Statement of Compliance with Nondiscrimination

- EXHIBIT H Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- EXHIBIT I Certification Regarding Lobbying

II. SPECIAL TERMS AND CONDITIONS

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

- a. “Authorized Representative” shall mean either the City Manager or the City Manager’s designee, the Grantee’s Executive Director and/or the designee authorized in writing to act on behalf of the Grantee’s Executive Director.
- b. “City” shall mean the City of Olympia, a Washington municipal corporation.
- c. “Contract Manager” shall mean the representative for each Party who is responsible for and is a Party’s contact person for all communications, notices and invoices/billings regarding the performance of this Grant Agreement.
- d. “Grant” or “Agreement” or “Grant Agreement” means the entire written agreement between the City of Olympia and the Grantee, Interfaith Works, including any Exhibits, documents, or materials incorporated by reference as part of this Grant Agreement.
- e. “Grantee” shall mean the entity set forth in this Grant Agreement and who shall produce a sixty (60) bed shelter under the terms and conditions of this Grant. If more than one “Grantee” is a recipient under this Grant Agreement, use of the term “Grantee” shall apply to the singular and plural.
- f. “Housing Unit” shall mean the Unit One of the LIHI Martin Way, A CONDOMINIUM containing 65 (including one common area manager’s unit) housing units.
- g. “Interfaith Works” or “Interfaith” or “IW” shall mean a Grantee and recipient under this Grant Agreement.
- h. “Partnership” shall mean Martin Way 1 LLLP, a Washington limited liability limited partnership which will be the owner of the Housing Unit.
- i. “Party” or “Parties” shall mean either the Grantor, City of Olympia, and the Grantee, Interfaith Works, or collectively.
- j. “Personal or Confidential Information” as used in this Grant Agreement shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers that is protected by federal or state laws.

k. "Project" shall mean the Martin Way Project to be constructed and developed at 2828 Martin Way East, Olympia, WA, consisting of a Housing Unit and Shelter Unit.

l. "Property" shall mean the real property located at 2828 Martin Way East, Olympia, WA.

m. "Shelter Unit" shall mean the Unit Two of the LIHI Martin Way, A CONDOMINIUM containing 60 shelter beds.

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

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

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

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

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

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

2.4 Billing Procedures and Payment. The Grantee shall submit all requests for reimbursement by invoice to the City. Invoices shall be submitted at least quarterly, but not more often than monthly. The invoice shall be submitted to Cary Retlin, Home Fund Manager, City of Olympia, 601 4th Ave E., P.O. Box

1967, Olympia, WA 98507. The City will pay Grantee upon acceptance of the services provided and receipt of properly completed invoices. Payment shall be considered timely if made by the City within forty-five (45) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the respective Grantee. The City may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant. **No payments in advance shall be made by the City in anticipation of services or supplies to be provided under this Grant.**

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

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

III. ADDITIONAL TERMS AND CONDITIONS

3.1 Compensation. The City shall pay an amount not to exceed \$500,000 for the performance of all things necessary for or incidental to the performance of work by Interfaith Works as set forth in EXHIBIT A - Scope of Work. Grantee's compensation for services rendered shall be based in accordance with EXHIBIT E – Application for Award of Funding by the Low Income Housing Institute and Interfaith Works from the Olympia Home Fund and EXHIBIT F -- Conditional Award Letter. Transfer of funds between line item budget categories must be approved by the City. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation of an amendment by Grantee and the City. The Grantee agrees to comply with the financial and administrative requirements set forth in statutes, ordinances and professionally recognized accounting rules.

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

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

3.3 Nondiscrimination. During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, including but not limited to the Americans with Disabilities Act (ADA), which provides comprehensive civil rights protection to

individuals with disabilities in the areas of employment, public accommodations, government services and telecommunications (EXHIBIT G).

In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with the City. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth in this Grant Agreement.

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

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

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

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

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

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

The Grant Agreement contract managers for the Parties shall be:

GRANTOR: CITY OF OLYMPIA

Cary Retlin
Home Fund Manager
City of Olympia
601 4th Avenue East
P.O. Box 1967
Olympia, WA 98507
(360) 570-3956
cretlin@ci.olympia.wa.us

GRANTEE: INTERFAITH WORKS

Meg Martin
Executive Director
Interfaith Works
110 – 11th Avenue SE
P.O. Box 1221
Olympia WA 98507
(360) 357-7224
meg@iwshelter.org

With copies to:

Steven Strickland
Real Estate Project Manager
Low Income Housing Institute (LIHI)
2047 – 1st Avenue
Seattle, WA 98121
(206) 443-9935, ext. 135
Steven.strickland@lihi.org

RJ HOF 66-Martin Way 1 L.L.C.
c/o Raymond James Tax Credit Funds, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Email address: Steve.Kropf@RaymondJames.com
Attention: Steven J. Kropf, President

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

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

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

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

- a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/Subcontractor provide adequate insurance coverage for the activities arising out of their Grant related activities.
- b. Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- c. Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed by or under Grant to the Grantee.

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

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

3.11 Restrictions and Certifications Regarding Non-Disclosure Agreements And Related Matters. No Grantee or Subgrantee under this Grant, or entity that receives a procurement contract or subcontract with any funds under this Grant, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or

restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of any federal or state department or agency authorized to receive such information. In accepting this award, the Grantee:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict), employees or contractors from reporting waste, fraud, or abuse as described above; and
- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the City, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the City.
- If the Grantee does or is authorized under this Grant to make Subgrantee, procurement contracts, or both:
 - a. It represents that:
 - 1. it has determined that no other entity that the Grantee's application proposes may or will receive Grant funds (whether through a Subgrant, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this Grant is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the City making this Grant, and will resume (or permit resumption of) such obligation only if expressly authorized to do so by the City.

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

- Applicable local, federal and state of Washington statutes, ordinances and regulations
- Special Terms and Conditions
- General Terms and Conditions

- Additional Terms and Conditions
- EXHIBIT A Scope of Work
- EXHIBIT B Budget
- EXHIBIT C Real Estate Purchase and Sale Agreement
- EXHIBIT D Development Agreement
- EXHIBIT E Application for Award Funding
- EXHIBIT F Conditional Award Letter
- EXHIBIT G Statement of Compliance with Nondiscrimination
- EXHIBIT H Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- EXHIBIT I Certification Regarding Lobbying

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

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

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

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

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

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

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

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

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

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

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

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

City of Olympia
ATTN: Nanci Lien, Finance Director – GRANT AUDIT COMPLIANCE
601 4th Avenue East
P.O. Box 1967
Olympia, WA 98507

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

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

A. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.

B. Has not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.

C. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549.

D. Has not within a three-year period preceding the signing of this Grant Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.

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

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

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

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

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

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

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

3.20 Conflict of Interest. The City may, in its sole discretion by written notice to the Grantee, terminate this Grant if it is found after due notice and examination by the City that there is a violation of the Ethics in Public Service Act, Chapters 42.23 RCW and 42.52 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Grant. Specific restrictions apply to granting with

current or former state employees pursuant to Chapter 42.52 of the Revised Code of Washington. If it is determined by the City that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a grant.

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

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

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

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

The request for a dispute hearing must:

- A. be in writing;
- B. state the disputed issues;
- C. state the relative positions of the Parties;
- D. state the Grantee's name, address, and Grant number; and

- E. be mailed to the Contract Manager set forth in Paragraph 3.6 and the other Party's Contract Manager within three (3) working days after the Parties agree that they cannot resolve the dispute.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of requests for proposals, mailing, advertising and staff time. The City reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by the City to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of its control, fault or negligence.

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

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

3.42 RESERVED.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GRANTEE:

INTERFAITH WORKS, a Washington public benefit corporation

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

By: Meg Martin
Meg Martin, Executive Director

Date: 11/05/2020

GRANTOR:

CITY OF OLYMPIA, a Washington municipal corporation

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

APPROVED AS TO FORM:

By: _____
Steven J. Burney, City Manager

By: **Mark Barber** _____
Mark Barber, City Attorney

Date: _____

EXHIBIT A

Scope of Work

EXHIBIT A

SCOPE OF WORK

I. Parties to Scope of Work

This Scope of Work (SOW) is between the City of Olympia (“City”) and the Low Income Housing Institute (“LIHI”) and Interfaith Works (“IW”). LIHI and IW are required to implement the Martin Way Project (see, III. Location of Project, below) as described in their application for grant funding from the City, that was received on or about May 14, 2019, with no unapproved substantive deviations. Requests for changes to this scope of work, or services laid out in the applicant’s application for funding can be made to Cary Retlin, Home Fund Manager, City of Olympia, at cretlin@ci.olympia.wa.us and as provided in the Grant Agreement.

II. Effective Date

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

III. Location of Project

2828 Martin Way East, Olympia, WA 98506 (hereinafter referred to as the “Martin Way Project”).

IV. Brief Description of the Martin Way Project

The Martin Way Project contemplates construction of two multi-residential structures. Grant funding herein is for the first phase (hereinafter referred to as Phase 1) consisting of a multi-residential structure including (i) sixty-five (65) LIHI housing units (inclusive of one (1) common area manager’s unit), thirty-four (34) of which will serve chronically mentally ill, homeless individuals earning up to thirty percent (30%) Thurston County adjusted median income (AMI), and twenty-nine (29) of which will serve individuals earning up to fifty percent (50%) Thurston County AMI, and residential common space on the upper levels; and (ii) an IW 24/7 enhanced homeless shelter with up to sixty (60) beds, dependent upon COVID protocols and support facilities on the ground floor. Supportive services will be provided to residents of the housing units.

The total funding request by LIHI and IW is \$1,100,000. Of this sum, \$600,000 shall be for capital funding for LIHI affordable housing units, and \$500,000 shall be capital funding for the IW shelter. LIHI will serve as both the developer and property manager of the low income affordable housing units. IW will operate the sixty (60) bed shelter facility. Phase 1 of the Martin Way Project will provide 64 units of permanent supportive housing and 60 shelter beds, dependent upon COVID protocols).

V. Estimated Completion Date

The purchase by LIHI of the real property at 2828 Martin Way East from the City of Olympia is scheduled to close on or before November 30, 2020. Upon closing and recording of the deed, LIHI will have site control. Construction completion of Phase 1 of the Martin Way Project is scheduled for December 2021. The project is anticipated to reach full occupancy three (3) months after construction completion on or about March 2022.

LIHI and the City of Olympia have entered into a Development Agreement for 2828 Martin Way East. See, EXHIBIT D to Grant Agreement.

VI. Reduce Homelessness for Most Vulnerable

The Martin Way Project is to reduce homeless households by providing housing units and shelter beds to serve homeless persons. Twenty-nine (29) units shall be set aside for working homeless with fifty percent (50%) AMI but said units shall be filled with any qualifying person if the units cannot be filled with qualifying persons experiencing homelessness. LIHI and IW shall use the Coordinated Entry system for shelter beds and homeless units through the Thurston County Coordinated Entry System.

Assigned shelter beds will be available based on a vulnerability assessment designed to prioritize individuals and couples with the highest risk of death on the streets. People over the age of 60 who are living with serious persistent challenges related to their mental health, substance use, and physical health typically score the highest on the assessment tool. IW shall use the Coordinated Entry list to make placement decisions. A limited number of nightly drop-in beds shall be available on a night-by-night basis to ensure that occupancy is high while still prioritizing the most vulnerable individuals.

The Martin Way Project shall include thirty-five (35) permanent supportive housing units (studio and 1-bedroom) for the chronically homeless, non-veteran single adults and couples without dependent children who have permanent disabilities including mental illness, substance use disorders, chronic illness, and physical impairments who make at or below thirty percent (30%) AMI. Placements into the housing will be made through the Thurston County Coordinated Entry system and IW shall provide and coordinate all on-site support services for the tenants of the housing as well as the residents of the ground floor shelter facility. The project shall include space for case management, peer support advocacy services, and other on-site services. The remaining units will be prioritized through the same system but shall be for individuals or couples making at or below fifty percent (50%) AMI.

VII. Supportive Housing Services

Daily housing supportive services shall be provided on-site at the Martin Way Project to residents of the housing units and the shelter through IW. IW's peer support case management program model called The Navigation Team specializes in strengths-based relationship building with residents and is equipped to connect with and support residents in their struggles they may be going through. IW shall provide clinical supervision to the case management team and shall work to keep people housed and to get them the support they need to be successful. IW shall partner with a licensed, clinical, behavioral health provider to increase on-site access to mental health and substance use treatment in order to receive the State Housing Trust Fund award to serve Chronically Mentally Ill (CMI) individuals at the Martin Way Project.

All support services shall be individualized, non-coercive, voluntary and based on what the resident is informing IW and LIHI of their needs. IW and LIHI anticipate that some of the primary needs of households for the served populations will have high access connection to medical care, low-barrier mental health and substance use treatment options, support for their pets, support with managing personal possessions and hoarding behavior, overdose prevention planning, accessibility and mobility support, support with activities of daily living, connection to home health workers, coordination of transportation appointments, emergency medical response, interpersonal and domestic violence intervention, support with boundaries related to visitors, family members, partners and friends who are not housed in the Martin Way Project housing units, support with financial planning and connection to payee services, coordination of legal support, patience, understanding and ample opportunities to change behavior when issues arise. The services provided by IW and LIHI shall meet safety and cleanliness standards while understanding that persons and residents are being screened into the program specifically because they can have challenging behavior. IW and LIHI shall quickly connect with the target populations to build trust and understand relationships are a strong tool in the ability of IW and LIHI to enforce the Martin Way Project's regulations as are necessary for the health and safety of all residents and persons.

VIII. LIHI and IW Contract

LIHI and IW shall negotiate and enter into a contract for the purpose of funding housing supportive services at the Martin Way Project through the rental income paid by tenants or through other service funding secured from local and/or philanthropic resources. Supportive services for the shelter at the Martin Way Project shall be funded by a combination of sources. IW shall continue to pursue funds through Thurston County and the Consolidated Homeless Grant program, HB 2163 funds for homeless services and other options, including but not limited to being a Foundational Community Support partner through Medicaid expansion and applying to the Federal Office of Crime Victims Advocacy for IW's Navigation Team program, in addition to pursuing private foundation and grant opportunities for ongoing operations. Clinical Behavioral Health Services are Medicaid eligible services and are funded through IW's and LIHI's partnerships with licensed providers.

IX. Costs per Housing Unit

The estimated cost for the Martin Way Project Phase 1 is approximately \$18,471,900, which may be more since the application for grant funding by LIHI and IW. The average cost per unit based on the total project cost ($\$18,471,900 \div 120 \text{ beds} = \$153,932.50$ average cost per bed unit or \$9,166.00 average cost per Home Fund Dollar) provided by the City under the terms of the Grant Agreement.

Total Home Fund amount obligated is \$1,100,000: \$600,000 for LIHI affordable housing units and \$500,000 for IW shelter facility.

X. Other Duties and Responsibilities

LIHI shall pursue funds to construct and operate the Housing Unit in Phase 1 of the Martin Way Project from other funders including but not limited to the State of Washington, Thurston County and other federal or private funding sources. LIHI shall provide the City with copies of all award letters or

reservation credits from all sources documented in their Grant application or subsequently applied for and received.

Grant funding from the City's Home Fund will not be made available until commitment is documented from LIHI's other proposed funders such as, but not limited to, the Washington State Housing Trust Fund, the Washington State Housing Finance Commission, Thurston County and other funding sources.

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

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

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

LIHI shall prepare and submit to the City quarterly progress reports for the Martin Way Project upon commencement of construction. The reports shall be sent to Cary Retlin, Home Fund Manager, City of Olympia at cretlin@ci.olympia.wa.us.

Notwithstanding any other provisions herein, the obligations of LIHI under this Agreement shall relate solely to the development and operation of the Housing Unit. LIHI shall have no obligations or liabilities under this Agreement with respect to the development or operation of the Shelter Unit or any portions of the Project other than the Housing Unit.

EXHIBIT B

Budget

EXHIBIT B BUDGET

Form 6A: Development Budgets

Project Name: Martin Way

Date of Budget 6.26.2020

Date of Budget		6.26.2020		RESIDENTIAL							NON-RESIDENTIAL			
		% Total Project Cost	Total Project Cost	Residential total	Source:	Source:	Source:	Source:	Source:	Source:	non-residential total	Source:	Source:	
					9% LIHTC Equity	State HTF	Thurston Co.	City of Olympia	Def. Fee/Gap			State Earmark	City of Olympia	
Acquisition Costs:														
Land		0%	\$ 1,000	\$ 1,000	\$ 1,000						\$ -			
Existing Structures		0%		\$ -							\$ -			
Liens		0%		\$ -							\$ -			
Closing, Title & Recording Costs		0%	\$ 10,000	\$ 10,000	\$ 10,000						\$ -			
Extension payment		0%		\$ -							\$ -			
Other:		0%		\$ -							\$ -			
SUBTOTAL		0%	\$ 11,000	\$ 11,000	\$ 11,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Construction:														
Demolition		0%		\$ -							\$ -			
New Building		68%	\$ 13,922,097	\$ 11,199,142	\$ 7,600,017	\$ 2,611,648	\$ 465,147	\$ 522,330			\$ 2,722,955	\$ 2,287,681	\$ 435,274	
Rehabilitation		0%		\$ -							\$ -			
Contractor Profit		0%		\$ -							\$ -			
Contractor Overhead		0%		\$ -							\$ -			
New Construction Contingency	5%	3%	\$ 696,104	\$ 559,956	\$ 380,001	\$ 130,582	\$ 23,257	\$ 26,116			\$ 136,148	\$ 114,384	\$ 21,764	
Rehab Contingency	0%	0%		\$ -							\$ -			
Accessory Building		0%		\$ -							\$ -			
Site Work / Infrastructure		0%		\$ -							\$ -			
Off site Infrastructure		0%		\$ -							\$ -			
Environmental Abatement - Building		0%	\$ -	\$ -							\$ -			
Environmental Abatement - Land		0%	\$ 40,000	\$ 40,000	\$ 40,000						\$ -			
Sales Tax		7%	\$ 1,374,112	\$ 1,105,356	\$ 750,122	\$ 257,770	\$ 45,910	\$ 51,554			\$ 268,756	\$ 225,794	\$ 42,962	
Bond Premium		0%		\$ -							\$ -			
Equipment and Furnishings		0%	\$ 100,000	\$ 100,000	\$ 100,000						\$ -			
Other: Pre-construction and Funder Const Inspect		0%	\$ 60,081	\$ 60,081	\$ 60,081						\$ -			
SUBTOTAL		79%	\$ 16,192,394	\$ 13,064,535	\$ 8,930,221	\$ 3,000,000	\$ 534,314	\$ 600,000	\$ -	\$ -	\$ 3,127,859	\$ 2,627,859	\$ 500,000	
Soft Costs:														
Buyer's Appraisal		0%	\$ 14,000	\$ 14,000	\$ 14,000						\$ -			
Market Study		0%	\$ 15,000	\$ 15,000	\$ 15,000						\$ -			
Architect		3%	\$ 675,000	\$ 545,000	\$ 545,000						\$ 130,000	\$ 130,000		
Engineering		0%		\$ -							\$ -			
Environmental Assessment		0%	\$ 5,000	\$ 5,000	\$ 5,000						\$ -			
Geotechnical Study		0%	\$ 15,000	\$ 15,000	\$ 15,000						\$ -			
Boundary & Topographic Survey		0%	\$ 20,000	\$ 20,000	\$ 20,000						\$ -			
Legal - Real Estate		0%	\$ 14,942	\$ 14,942	\$ 14,942						\$ -			
Developer Fee		7%	\$ 1,492,141	\$ 1,250,000	\$ 1,003,663				\$ 246,337		\$ 242,141	\$ 242,141		
Project Management / Dev. Consultant Fees		0%		\$ -							\$ -			
Other Consultants		0%	\$ 50,000	\$ 50,000	\$ 50,000						\$ -			
Soft Cost Contingency		0%	\$ 75,000	\$ 75,000	\$ 75,000						\$ -			
Other: Acoustical Consultant & Inspections		0%	\$ 34,800	\$ 34,800	\$ 34,800						\$ -			
SUBTOTAL		12%	\$ 2,410,883	\$ 2,038,742	\$ 1,792,405	\$ -	\$ -	\$ -	\$ 246,337	\$ -	\$ 372,141	\$ 372,141	\$ -	
Pre-Development / Bridge Financing														
Bridge Loan Fees		0%		\$ -							\$ -			
Bridge Loan Interest		0%		\$ -							\$ -			
SUBTOTAL		0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Construction Financing														
Construction Loan Fees		0%	\$ 70,000	\$ 70,000	\$ 70,000						\$ -			
Construction Loan Expenses		0%	\$ 55,000	\$ 55,000	\$ 55,000						\$ -			
Construction Loan Legal		0%	\$ 60,000	\$ 60,000	\$ 60,000						\$ -			
Construction Period Interest		1%	\$ 110,000	\$ 110,000	\$ 110,000						\$ -			
Lease-up Period Interest		1%	\$ 115,000	\$ 115,000	\$ 115,000						\$ -			
SUBTOTAL		2%	\$ 410,000	\$ 410,000	\$ 410,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Permanent Financing														
Permanent Loan Fees		0%		\$ -							\$ -			
Permanent Loan Expenses		0%		\$ -							\$ -			
Permanent Loan Legal		0%		\$ -							\$ -			
LIHTC Fees		1%	\$ 130,000	\$ 130,000	\$ 130,000						\$ -			
LIHTC Legal		0%	\$ 80,000	\$ 80,000	\$ 80,000						\$ -			
LIHTC Owners Title Policy		0%	\$ 40,000	\$ 40,000	\$ 40,000						\$ -			
State HTF Fees		0%	\$ 60,000	\$ 60,000	\$ 60,000						\$ -			
Other: Plenary Finance Lender Policies & Escrow		0%	\$ 30,000	\$ 30,000	\$ 30,000						\$ -			
SUBTOTAL		2%	\$ 340,000	\$ 340,000	\$ 340,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Capitalized Reserves														
Operating Reserves		1%	\$ 256,000	\$ 256,000	\$ 256,000						\$ -			
Replacement Reserves		0%	\$ 22,750	\$ 22,750	\$ 22,750						\$ -			
Other:		0%		\$ -							\$ -			
SUBTOTAL		1%	\$ 278,750	\$ 278,750	\$ 278,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Development Costs														
Real Estate Tax		0%	\$ 12,500	\$ 12,500	\$ 12,500						\$ -			
Insurance		1%	\$ 170,000	\$ 170,000	\$ 170,000						\$ -			
Relocation (from Form 4)		0%	\$ -	\$ -							\$ -			
Bidding Costs		0%	\$ 1,000	\$ 1,000	\$ 1,000						\$ -			
Permits, Fees & Hookups		2%	\$ 475,000	\$ 475,000	\$ 475,000						\$ -			
Impact/Mitigation Fees		0%		\$ -							\$ -			
Development Period Utilities		0%	\$ 5,000	\$ 5,000	\$ 5,000						\$ -			
Nonprofit Donation		0%	\$ 25,000	\$ 25,000	\$ 25,000						\$ -			
Accounting/Audit		0%	\$ 20,000	\$ 20,000	\$ 20,000						\$ -			
3 rd Party Certification of final development cost			\$ 15,000	\$ 15,000	\$ 15,000						\$ -			
Marketing/Leasing Expenses		0%	\$ 15,000	\$ 15,000	\$ 15,000						\$ -			
Carrying Costs at Rent up/Lease Up Reserve		0%	\$ 75,000	\$ 75,000	\$ 75,000						\$ -			
SUBTOTAL		4%	\$ 813,500	\$ 813,500	\$ 813,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Development Cost:			\$ 20,456,527	\$ 16,956,527							\$ 3,500,000			
Total Sources:			\$ 20,456,527	\$ 16,956,527	\$ 12,575,876	\$ 3,000,000	\$ 534,314	\$ 600,000	\$ 246,337	\$ -	\$ 3,500,000	\$ 3,000,000	\$ 500,000	

WARNING: Sources on Form 6A do not match Sources on Form 7A

Form 6B: Development Budget Details

Project Name: Martin Way

R E S I D E N T I A L	
Residential Total	Explanation (Be as specific as possible and include any deviations from the cost estimate)

Acquisition Costs:

Land	\$ 1,000	Based on PSA with City of Olympia
Existing Structures	\$ -	
Liens	\$ -	
Closing, Title & Recording Costs	\$ 10,000	Based on previous experience
Extension payment	\$ -	
Other	\$ -	

Construction:

Demolition	\$ -	
New Building	\$ 11,199,142	Based upon Third Party Construction Estimate
Rehabilitation	\$ -	
Contractor Profit	\$ -	
Contractor Overhead	\$ -	
New Construction Contingency	\$ 559,956	5% of construction cost
Rehab Contingency	\$ -	
Accessory Building	\$ -	
Site Work / Infrastructure	\$ -	
Off site Infrastructure	\$ -	
Environmental Abatement - Building	\$ -	Based on previous experience
Environmental Abatement - Land	\$ 40,000	Based on previous experience
Sales Tax	\$ 1,105,356	WSST rate in Olympia of 9.3% x SUM of Construction Costs + Contingency
Bond Premium	\$ -	included in the Hard Construction Cost Number
Equipment and Furnishings	\$ 100,000	Based on previous experience
Other Construction Costs	\$ 60,081	Pre-construction services billed by General Contractor for Design Meetings and Input

Soft Costs:

Buyer's Appraisal	\$ 14,000	Based upon actual cost + cost for update
Market Study	\$ 15,000	Based upon actual + cost for updates
Architect	\$ 545,000	Based on proposal from Encore Architects PLLC
Engineering	\$ -	Based upon engineering firm estimates
Environmental Assessment	\$ 5,000	
Geotechnical Study	\$ 15,000	Based on previous experience & actual billing to date
Boundary & Topographic Survey	\$ 20,000	Based on previous experience and Actual billing to date
Legal - Real Estate	\$ 14,942	Based on previous experience
Developer Fee	\$ 1,250,000	Based on WSHFC Developer Fee limit and previous experience
Project Management / Dev. Consultant Fees	\$ -	
Other Consultants	\$ 50,000	Based on previous experience
Soft Cost Contingency	\$ 75,000	about 4% of soft costs-Equity investor common requirement
Other	\$ 34,800	Based on previous experience

Pre-Development / Bridge Financing

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

Construction Financing

Construction Loan Fees	\$ 70,000	.5 to .75% of construction loan value
Construction Loan Expenses	\$ 55,000	Based on previous experience
Construction Loan Legal	\$ 60,000	Based on previous experience

Form 6B: Development Budget Details

Project Name: Martin Way

R E S I D E N T I A L		
Residential Total	Explanation (Be as specific as possible and include any deviations from the cost estimate)	
Construction Period Interest	\$ 110,000	Based upon construction cash flow projection
Lease-up Period Interest	\$ 115,000	Based upon construction cash flow projection

Permanent Financing

Permanent Loan Fees	\$ -	N/A No perm debt
Permanent Loan Expenses	\$ -	
Permanent Loan Legal	\$ -	
LIHTC Fees	\$ 130,000	Chap. 11 WSHFC 9% Policies-Application and Credit Fees 11.1 & 11.2, p. 77
LIHTC Legal	\$ 80,000	Based on previous experience
LIHTC Owners Title Policy	\$ 40,000	Based on previous experience
State HTF Fees	\$ 60,000	state Charge of 2%
Other	\$ 30,000	Based on previous experience

Capitalized Reserves

Operating Reserves	\$ 256,000	6 months of expenses and reserves--standard terms for Equity Investor
Replacement Reserves	\$ 22,750	Beginning value \$350/unit-standard opening capital deposit, trends at 3% per year
Other Reserves	\$ -	

Other Development Costs

Real Estate Tax	\$ 12,500	Based on previous experience
Insurance	\$ 170,000	Based upon experience: Gen Liability, Excess Liab and Builders Risk (property insurance)
Relocation	\$ -	
Bidding Costs	\$ 1,000	Based on previous experience
Permits, Fees & Hookups	\$ 475,000	Based on previous experience & City of Olympia estimate
Impact/Mitigation Fees	\$ -	
Development Period Utilities	\$ 5,000	Based on previous experience
Nonprofit Donation	\$ 25,000	Flat Amount based upon LIHTC donation requirement for project of this size
Accounting/Audit	\$ 20,000	DOZ CPA costs - known sum from prior projects
3 rd Party Certification of final development cost	\$ 15,000	Based on previous experience
Marketing/Leasing Expenses	\$ 15,000	Based on previous experience
Carrying Costs at Rent up/ Lease Up Reserve	\$ 75,000	Based on previous experience

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

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

Form 6C: LIHTC Budget (Basis Calculation)

Project Name: Martin Way

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

Acquisition Costs:

Land	\$ 1,000		
Existing Structures	\$ -		
Liens	\$ -		
Closing, Title & Recording Costs	\$ 10,000		
Extension payment	\$ -		
Other: <input type="text"/>	\$ -		
SUBTOTAL	\$ 11,000	\$ -	\$ -

Construction:

Demolition	\$ -		\$ -
New Building	\$ 11,199,142		\$ 11,199,142
Rehabilitation	\$ -		\$ -
Contractor Profit	\$ -		\$ -
Contractor Overhead	\$ -		\$ -
New Construction Contingency	\$ 559,956		\$ 559,956
Rehab Contingency	\$ -		\$ -
Accessory Building	\$ -		\$ -
Site Work / Infrastructure	\$ -		\$ -
Off site Infrastructure	\$ -		
Environmental Abatement (Building)	\$ -		\$ -
Environmental Abatement (Land)	\$ 40,000		\$ 40,000
Sales Tax	\$ 1,105,356		\$ 1,105,356
Bond Premium	\$ -		\$ -
Equipment and Furnishings	\$ 100,000		\$ 100,000
Other: <input type="text"/> Pre-construction and Funder Const Inspections	\$ 60,081		\$ 60,081
SUBTOTAL	\$ 13,064,535	\$ -	\$ 13,064,535

Soft Costs:

Buyer's Appraisal	\$ 14,000		
Market Study	\$ 15,000		\$ 15,000
Architect	\$ 545,000		\$ 545,000
Engineering	\$ -		\$ -
Environmental Assessment	\$ 5,000		\$ 5,000
Geotechnical Study	\$ 15,000		\$ 15,000
Boundary & Topographic Survey	\$ 20,000		\$ 20,000
Legal - Real Estate	\$ 14,942		\$ 14,942
Developer Fee	\$ 1,250,000		\$ 1,250,000
Project Management / Dev Consultant Fees	\$ -		\$ -
Other Consultants	\$ 50,000		\$ 50,000
Soft Cost Contingency	\$ 75,000		\$ 75,000
Other: <input type="text"/> Acoustical Consultant & Inspections	\$ 34,800		\$ 34,800
SUBTOTAL	\$ 2,038,742	\$ -	\$ 2,024,742

Form 6C: LIHTC Budget (Basis Calculation)

Project Name: Martin Way

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

Pre-Development / Bridge Financing

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

Construction Financing

Construction Loan Fees	\$ 70,000		\$ 70,000
Construction Loan Expenses	\$ 55,000		\$ 55,000
Construction Loan Legal	\$ 60,000		\$ 60,000
Construction Period Interest	\$ 110,000		\$ 110,000
Lease-up Period Interest	\$ 115,000		
SUBTOTAL	\$ 410,000	\$ -	\$ 295,000

Permanent Financing

Permanent Loan Fees	\$ -		
Permanent Loan Expenses	\$ -		
Permanent Loan Legal	\$ -		
LIHTC Fees	\$ 130,000		
LIHTC Legal	\$ 80,000		
LIHTC Owners Title Policy	\$ 40,000		
State HTF Fees	\$ 60,000		
Other: Plenary Finance Lender Policies & Escrow	\$ 30,000		
SUBTOTAL	\$ 340,000	\$ -	\$ -

Capitalized Reserves

Operating Reserves	\$ 256,000		
Replacement Reserves	\$ 22,750		
Other:	\$ -		
SUBTOTAL	\$ 278,750	\$ -	\$ -

Other Development Costs

Real Estate Tax	\$ 12,500		\$ 12,500
Insurance	\$ 170,000		\$ 170,000
Relocation	\$ -		\$ -
Bidding Costs	\$ 1,000		\$ 1,000
Permits, Fees & Hookups	\$ 475,000		\$ 475,000
Impact/Mitigation Fees	\$ -		\$ -
Development Period Utilities	\$ 5,000		\$ 5,000
Nonprofit Donation	\$ 25,000		
Accounting/Audit	\$ 20,000		\$ 20,000
3 rd Party Certification of final development cost	\$ 15,000		\$ 15,000
Marketing/Leasing Expenses	\$ 15,000		
Carrying Costs at Rent up/ Lease Up Reserve	\$ 75,000		
SUBTOTAL	\$ 813,500	\$ -	\$ 698,500

Form 6C: LIHTC Budget (Basis Calculation)

Project Name: Martin Way

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

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

Issuer Fees & Related Expenses	\$ -		
Bond Counsel	\$ -		
Trustee Fees & Expenses	\$ -		
Underwriter Fees & Counsel	\$ -		
Placement Agent Fees & Counsel	\$ -		
Borrower's Counsel - Bond Related	\$ -		
Rating Agency	\$ -		
SUBTOTAL	\$ -	\$ -	\$ -
TOTALS:	\$ 16,956,527	\$ -	\$ 16,082,777

Form 6D: LIHTC Calculation (updated for 2018)

Project Name: Martin Way

130% Eligible Basis "Boost"

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

Yes

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

Eligible Basis Credit Calculation

Total Eligible Basis	\$ -	\$ 16,082,777
Less Federal Grants and/or below-market Federal Loans		
Less non-qualified, non-recourse financing		
Less costs of non-qualifying Units of higher quality or excess costs of non-qualifying Units		
Less Historic Rehabilitation Tax Credit (Residential Portion only)		
Adjusted Eligible Basis	\$ -	\$ 16,082,777

Adjusted Eligible Basis	\$ -	\$ 16,082,777
* DDA, QCT, Rural Area or Commission Approved Adjustment (100% or 130%)		130%
* Applicable Fraction (lesser of Project's Unit Fraction or Floor Space Fraction)		100%
Qualified Basis	\$ -	\$ 20,907,609

Qualified Basis	\$ -	\$ 20,907,609
* Applicable Tax Credit Percentage	3.22%	9%
Maximum Annual Credit Amount based on Qualified Basis	\$ -	\$ 1,881,685

Total Maximum Annual Credit Amount based on Qualified Basis (Acquisition and Rehab/NC Credit) **\$ 1,881,685**

Equity Gap Calculation

Total Residential Project Costs (from Form 6A)	\$ 16,956,527
Less Total Non-LIHTC Residential Sources (from Form 7A)	\$ (4,380,651)
Equity Gap	\$ 12,575,876

Equity Gap	\$ 12,575,876
Divided by Tax Credit Factor (based on projected market pricing)	\$ 0.91
Divided by 10 Years	10
Maximum Annual Credit Amount based on Equity Gap	\$ 1,381,964

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

Yes

Maximum Credit per Low-Income Housing Unit Calculation

Number of Low Income Housing Units (from Form 2A)	64
Maximum Annual Credit Per Low-Income Unit Limit	\$ 24,580
Maximum Annual Credit Per Low-Income Housing Unit	\$ 1,573,120

Maximum Annual Credit Requested **\$ 1,381,964**

Expected LIHTC Equity **\$ 12,575,876**

Form 7A: Financing Sources

Project Name: Martin Way

Bridge Financing

Bridge Source Name	Bridge Source Type	Proposed Amount	Committed Amount	Interest Rate	Loan Term	Amortization Period	Source of Repayment
Construction Loan	Private	\$8,100,000		Floats	2 Years	N/A	Equity
Subtotals		\$ 8,100,000.00	\$ -				
Total Bridge Financing			\$ 8,100,000.00				

Permanent Financing - Residential

Residential Source Name	Residential Source Type	Proposed Amount	Committed Amount	Public / Private	Application Date	(Projected) Award Date	Grant/ Loan	Funding Type	Debt Type	Interest Rate	Loan Term	Amortization Period	Repayment Structure
State HTF	State - Housing Trust Fund		\$ 3,000,000	Public	9/18/2019	12/6/2019	Loan	Deferred	Soft	1.00	50	35	Deferred
Thurston County	County		\$ 534,314	Public	5/15/2019	6/26/2019	Loan	Deferred	Soft	1.00	50	35	Deferred
City of Olympia	City		\$ 600,000	Public	5/15/2019	6/26/2019	Loan	Deferred	Soft	1.00	50	35	Deferred
9% LIHTC Equity	Tax Credits - 9%	\$ 12,575,876		Private	1/10/2020	2/10/2020							
Deferred Fee/Gap	Other	\$ 246,337											
Subtotal		\$ 12,822,213	\$ 4,134,314										
Total Residential Sources			\$ 16,956,527										

WARNING: Does not match Form 6A

Permanent Financing - Non-Residential

Non Residential Source Name	Non Residential Source Type	Proposed Amount	Committed Amount	Public / Private	Application Date	(Projected) Award Date	Grant/ Loan	Funding Type	Debt Type	Interest Rate	Loan Term	Amortization Period	Repayment Structure
State - Earmark	State		\$ 3,000,000	Public	N/A	N/A	Grant	Lump-Sum	Soft	N/A	N/A	N/A	N/A
City of Olympia	City		\$ 500,000	Public	5/15/2019	6/26/2019	Grant	Lump-Sum	Soft	N/A	N/A	N/A	N/A
Subtotal		\$ -	\$ 3,500,000										
Total Non Residential Sources			\$ 3,500,000										
Total Capital Sources			\$ 20,456,527										

Form 8A: Proposed Rents and AMIs Served

Project Name: Martin Way

% of Median Income Served	Qty.	Unit Type	# ADA Compliant	Avg Unit Square Footage	Tenant - Paid Monthly Rent	Tenant - Paid Utilities (Utility Allowance)	Sum of Tenant - Paid Rent and Utilities	PHA / HUD / USDA Subsidy Payment	Gross Monthly Rent	Annual Gross Tenant Paid Rental Income	Annual Gross Rental Subsidy Income	Annual Gross Rental Income
30%	19	Studio	19	396	\$ 25	\$ 63	\$ 88	\$ 721	\$ 809	\$ 5,700	\$ 164,388	\$ 170,088
30%	11	1 BR	11	612	\$ 25	\$ 82	\$ 107	\$ 787	\$ 894	\$ 3,300	\$ 103,884	\$ 107,184
30%	5	5 Studio	5	396	\$ 392	\$ 63	\$ 455	-	\$ 455	\$ 23,520	-	\$ 23,520
50%	10	10 Studio	10	396	\$ 25	\$ 63	\$ 88	\$ 721	\$ 809	\$ 3,000	\$ 86,520	\$ 89,520
50%	19	19 Studio	19	396	\$ 695	\$ 63	\$ 758	-	\$ 758	\$ 158,460	-	\$ 158,460
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CAUs / Managers	1	1 BR		612								
Market Rate					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	65									\$ 193,980	\$ 354,792	\$ 548,772

Homeless-Voucher (19)
Homeless-Voucher (11)
Homeless-Senior (5)
Homeless-Veteran - VASH (10)
Low-Income (RCW) (9); Senior (5); Physical Disability (5) - (19)

Summary of Units

AMI Targets	Beds	SRO	Studio	1 BR	2 BR	3 BR	4 BR	5+ BR	Total Units
25%	-	-	-	-	-	-	-	-	0
30%	-	-	24	11	-	-	-	-	35
35%	-	-	-	-	-	-	-	-	0
40%	-	-	-	-	-	-	-	-	0
45%	-	-	-	-	-	-	-	-	0
50%	-	-	29	-	-	-	-	-	29
55%	-	-	-	-	-	-	-	-	0
60%	-	-	-	-	-	-	-	-	0
65%	-	-	-	-	-	-	-	-	0
80%	-	-	-	-	-	-	-	-	0
Total Low-Income Units	0	0	53	11	0	0	0	0	64
Market Rate	-	-	-	-	-	-	-	-	0
CAUs / Managers	-	-	-	1	-	-	-	-	1
TOTAL UNITS	0	0	53	12	0	0	0	0	65
# of ADA Compliant Units	0	0	53	11	0	0	0	0	64
Avg Sq Ft	0	0	396	612	0	0	0	0	

Form 8B: Operating, Service and Rent Subsidy Sources

Project Name: Martin Way

ANNUAL RENT SUBSIDY SOURCES (Do Not Include Operating or Service Funding Sources Here. Do not include PHA/HUD/USDA rental subsidy))

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

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

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

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

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

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

Project Name: Martin Way

Operating Personnel Expenses for First Year of Project									
Job Title	On Site or Off Site?	Name of agency that employs this person	Annual Salary of an FTE in this position.	% of time this person will work on this project	Total cost for this person on this project	Benefit Fund Type	Benefit Percent	Benefit Amount	Total Project Cost for this person
Area Manager	On Site	LIHI	\$ 65,000	10%	\$ 6,500	Percent	28%	\$ 1,820	\$ 8,320
Special Project Manager	On Site	LIHI	\$ 55,000	100%	\$ 55,000	Percent	28%	\$ 15,400	\$ 70,400
Maintenance Person	On Site	LIHI	\$ 33,280	100%	\$ 33,280	Percent	28%	\$ 9,318	\$ 42,598
Relief Staff	On Site	LIHI	\$ 10,000	100%	\$ 10,000	Percent	0%	\$ -	\$ 10,000
Prop Mngmt Fee	Off Site	LIHI	\$ 25,740	100%	\$ 25,740	Percent	0%	\$ -	\$ 25,740
								Subtotal: Onsite	\$ 131,318
								Subtotal: Off Site	\$ 25,740
Total Operating Personnel Expenses									\$ 157,058

WARNING - Costs Exceed Listed Funding

Operating Sources				
Project Cash Flow	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B
\$ 8,320	\$ -	\$ -	\$ -	\$ -
\$ 70,400	\$ -	\$ -	\$ -	\$ -
\$ 42,598	\$ -	\$ -	\$ -	\$ -
\$ 10,000	\$ -	\$ -	\$ -	\$ -
\$ 25,740	\$ -	\$ -	\$ -	\$ -
\$ 157,058	\$ -	\$ -	\$ -	\$ -

Service Personnel Expenses for First Year of Project								
Staff Title*	Name of agency that employs this person	Annual Salary of an FTE in this position.	% of time this person will work on this project	Total cost for this person on this project	Benefit Fund Type	Benefit Percent	Benefit Amount	Total Project Cost for this person
Supervisor - Case Manager	Interfaith Works	\$ 52,000	10%	\$ 5,200	Percent	28%	\$ 1,456	\$ 6,656
Case Manager	Interfaith Works	\$ 37,440	100%	\$ 37,440	Percent	28%	\$ 10,483	\$ 47,923
Case Manager	Interfaith Works	\$ 37,440	50%	\$ 18,720	Percent	28%	\$ 5,242	\$ 23,962
Total Service Personnel Expenses								

Service Personnel Costs Are Covered By Listed Funding

Service Sources				
Project Cash Flow	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B
\$ 6,656	\$ -	\$ -	\$ -	\$ -
\$ 47,923	\$ -	\$ -	\$ -	\$ -
\$ 23,962	\$ -	\$ -	\$ -	\$ -
\$ 78,541	\$ -	\$ -	\$ -	\$ -

Non-Personnel Service Expenses for First Year of Project	
Client Assistance Costs	\$ 5,430
Local Travel/Mileage	\$ 5,100
Equipment	\$ 3,000
Supplies	\$ 6,920
Telecommunications/Computers	\$ 4,100
Printing/Duplication	\$ 1,080
Other: Training	\$ 1,700
Other: Insurance, Licensing, Professional Fees	\$ 2,000
Other: N/A	
Project Administrative Costs	\$ 7,562
Total Service Non-Personnel Expenses	\$ 36,892

Non-Personnel Service Costs Are Covered By Listed Funding

Project Cash Flow	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B
\$ 5,430	\$ -	\$ -	\$ -	\$ -
\$ 5,100	\$ -	\$ -	\$ -	\$ -
\$ 3,000	\$ -	\$ -	\$ -	\$ -
\$ 6,920	\$ -	\$ -	\$ -	\$ -
\$ 4,100	\$ -	\$ -	\$ -	\$ -
\$ 1,080	\$ -	\$ -	\$ -	\$ -
\$ 1,700	\$ -	\$ -	\$ -	\$ -
\$ 2,000	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 7,562	\$ -	\$ -	\$ -	\$ -
\$ 36,892	\$ -	\$ -	\$ -	\$ -

Notes

Form 8D: Operating Pro Forma

Project Name: Martin Way

Pro Forma Date 1.22.2020

REVENUES

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Residential Income															
Gross Tenant Paid Rental Income	\$ 193,980	\$ 198,830	\$ 203,800	\$ 208,895	\$ 214,118	\$ 219,471	\$ 224,957	\$ 230,581	\$ 236,346	\$ 242,254	\$ 248,311	\$ 254,519	\$ 260,882	\$ 267,404	\$ 274,089
Gross Rental PHA/HUD/USDA Subsidy	\$ 354,792	\$ 363,662	\$ 372,753	\$ 382,072	\$ 391,624	\$ 401,415	\$ 411,450	\$ 421,736	\$ 432,280	\$ 443,087	\$ 454,164	\$ 465,518	\$ 477,156	\$ 489,085	\$ 501,312
Gross Rental Subsidy Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gross Annual Operating Subsidy Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Sources:															
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Residential Income	\$ 548,772	\$ 562,491	\$ 576,554	\$ 590,967	\$ 605,742	\$ 620,885	\$ 636,407	\$ 652,317	\$ 668,625	\$ 685,341	\$ 702,475	\$ 720,036	\$ 738,037	\$ 756,488	\$ 775,400
Total Non-Residential Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROJECT INCOME	\$ 548,772	\$ 562,491	\$ 576,554	\$ 590,967	\$ 605,742	\$ 620,885	\$ 636,407	\$ 652,317	\$ 668,625	\$ 685,341	\$ 702,475	\$ 720,036	\$ 738,037	\$ 756,488	\$ 775,400
Annual %															
Less Annual Residential Vacancy	\$ (27,439)	\$ (28,125)	\$ (28,828)	\$ (29,548)	\$ (30,287)	\$ (31,044)	\$ (31,820)	\$ (32,616)	\$ (33,431)	\$ (34,267)	\$ (35,124)	\$ (36,002)	\$ (36,902)	\$ (37,824)	\$ (38,770)
Less Annual Non-Residential Vacancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EFFECTIVE GROSS INCOME (EGI)	\$ 521,333	\$ 534,367	\$ 547,726	\$ 561,419	\$ 575,455	\$ 589,841	\$ 604,587	\$ 619,702	\$ 635,194	\$ 651,074	\$ 667,351	\$ 684,035	\$ 701,135	\$ 718,664	\$ 736,630

Total Annual Service Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Service Expenses	\$ 115,433	\$ 118,896	\$ 122,463	\$ 126,137	\$ 129,921	\$ 133,818	\$ 137,833	\$ 141,968	\$ 146,227	\$ 150,614	\$ 155,132	\$ 159,786	\$ 164,580	\$ 169,517	\$ 174,602

EXPENSES (enter on Page 2)

NET OPERATING INCOME	\$ 8,667	\$ 8,847	\$ 9,247	\$ 9,536	\$ 13,708	\$ 15,758	\$ 13,682	\$ 11,473	\$ 9,127	\$ 10,636	\$ 10,569	\$ 10,689	\$ 10,674	\$ 11,516	\$ 11,211
((EGI+Services Funding) - Total Expenses)															

DEBT SERVICE

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Loan Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hard Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
None:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Hard Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Coverage Ratio (Hard Debt)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Flow	\$ 8,667	\$ 8,847	\$ 9,247	\$ 9,536	\$ 13,708	\$ 15,758	\$ 13,682	\$ 11,473	\$ 9,127	\$ 10,636	\$ 10,569	\$ 10,689	\$ 10,674	\$ 11,516	\$ 11,211

Soft Debt

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
State of WA HIT-deferred	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Thurston County HOME-deferred	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Olympia Home Program-deferred	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Soft Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overall Debt Coverage Ratio	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Overall Cash Flow	\$ 8,667	\$ 8,847	\$ 9,247	\$ 9,536	\$ 13,708	\$ 15,758	\$ 13,682	\$ 11,473	\$ 9,127	\$ 10,636	\$ 10,569	\$ 10,689	\$ 10,674	\$ 11,516	\$ 11,211

Form 8D: Operating Pro Forma (Page 2)

Project Name: Martin Way

Pro Forma Date 1.22.2020

Operating Expenses-	Expenses Per Unit (Y1)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
<i>Escalator</i>																
Management - On-site	3.0%	\$ 2,020	\$ 131,318	\$ 139,316	\$ 143,495	\$ 147,800	\$ 152,234	\$ 156,801	\$ 161,505	\$ 166,350	\$ 171,341	\$ 176,481	\$ 181,775	\$ 187,229	\$ 192,845	\$ 198,631
Management - Off-site	5% off EGI	\$ 396	\$ 25,740	\$ 26,718	\$ 28,071	\$ 28,773	\$ 29,492	\$ 30,229	\$ 30,985	\$ 31,760	\$ 32,554	\$ 33,368	\$ 34,202	\$ 35,057	\$ 35,933	\$ 36,832
Accounting	3.0%	\$ 154	\$ 10,000	\$ 10,300	\$ 10,609	\$ 11,255	\$ 11,593	\$ 11,941	\$ 12,299	\$ 12,668	\$ 13,048	\$ 13,439	\$ 13,842	\$ 14,258	\$ 14,685	\$ 15,126
Legal Services	3.0%	\$ 77	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	\$ 6,334	\$ 6,524	\$ 6,720	\$ 6,921	\$ 7,129	\$ 7,343
Insurance	3.0%	\$ 308	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185	\$ 23,881	\$ 24,597	\$ 25,335	\$ 26,095	\$ 26,878	\$ 27,685	\$ 28,515	\$ 29,371
Real Estate Taxes	3.0%	\$ 77	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	\$ 6,334	\$ 6,524	\$ 6,720	\$ 6,921	\$ 7,129	\$ 7,343
Marketing	3.0%	\$ 31	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	\$ 2,319	\$ 2,388	\$ 2,460	\$ 2,534	\$ 2,610	\$ 2,688	\$ 2,768	\$ 2,852	\$ 2,937
Security	3.0%	\$ 308	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185	\$ 23,881	\$ 24,597	\$ 25,335	\$ 26,095	\$ 26,878	\$ 27,685	\$ 28,515	\$ 29,371
Maintenance and Janitorial	3.0%	\$ 231	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883	\$ 17,389	\$ 17,911	\$ 18,448	\$ 19,002	\$ 19,572	\$ 20,159	\$ 20,764	\$ 21,386	\$ 22,028
Decorating/Turnover	3.0%	\$ 231	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883	\$ 17,389	\$ 17,911	\$ 18,448	\$ 19,002	\$ 19,572	\$ 20,159	\$ 20,764	\$ 21,386	\$ 22,028
Contract Repairs	3.0%	\$ 123	\$ 8,000	\$ 8,240	\$ 8,487	\$ 8,742	\$ 9,004	\$ 9,274	\$ 9,552	\$ 9,839	\$ 10,134	\$ 10,438	\$ 10,751	\$ 11,074	\$ 11,406	\$ 11,748
Landscaping	3.0%	\$ 77	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	\$ 6,334	\$ 6,524	\$ 6,720	\$ 6,921	\$ 7,129	\$ 7,343
Pest Control	3.0%	\$ 46	\$ 3,000	\$ 3,090	\$ 3,183	\$ 3,278	\$ 3,377	\$ 3,478	\$ 3,582	\$ 3,690	\$ 3,800	\$ 3,914	\$ 4,032	\$ 4,153	\$ 4,277	\$ 4,406
Fire Safety	3.0%	\$ 154	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255	\$ 11,593	\$ 11,941	\$ 12,299	\$ 12,668	\$ 13,048	\$ 13,439	\$ 13,842	\$ 14,258	\$ 14,685
Elevator	3.0%	\$ 185	\$ 12,000	\$ 12,360	\$ 12,731	\$ 13,113	\$ 13,506	\$ 13,911	\$ 14,329	\$ 14,758	\$ 15,201	\$ 15,657	\$ 16,127	\$ 16,611	\$ 17,109	\$ 17,622
Water & Sewer	3.0%	\$ 423	\$ 27,500	\$ 28,325	\$ 29,175	\$ 30,050	\$ 30,951	\$ 31,880	\$ 32,836	\$ 33,822	\$ 34,836	\$ 35,881	\$ 36,958	\$ 38,066	\$ 39,208	\$ 40,385
Garbage Removal	3.0%	\$ 115	\$ 7,500	\$ 7,725	\$ 7,957	\$ 8,195	\$ 8,441	\$ 8,695	\$ 8,955	\$ 9,224	\$ 9,501	\$ 9,786	\$ 10,079	\$ 10,382	\$ 10,693	\$ 11,014
Electric	3.0%	\$ 308	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185	\$ 23,881	\$ 24,597	\$ 25,335	\$ 26,095	\$ 26,878	\$ 27,685	\$ 28,515	\$ 29,371
Oil/Gas/Other	3.0%	\$ 15	\$ 1,000	\$ 1,080	\$ 1,061	\$ 1,083	\$ 1,126	\$ 1,159	\$ 1,194	\$ 1,230	\$ 1,267	\$ 1,305	\$ 1,344	\$ 1,384	\$ 1,426	\$ 1,469
Telephone	3.0%	\$ 108	\$ 7,000	\$ 7,210	\$ 7,426	\$ 7,649	\$ 7,879	\$ 8,115	\$ 8,358	\$ 8,609	\$ 8,867	\$ 9,133	\$ 9,407	\$ 9,690	\$ 9,980	\$ 10,280
Other	3.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Residential Operating Expenses		\$ 5,386	\$ 350,058	\$ 360,766	\$ 371,456	\$ 382,462	\$ 393,796	\$ 405,466	\$ 417,482	\$ 429,856	\$ 442,597	\$ 455,716	\$ 469,224	\$ 483,134	\$ 497,457	\$ 512,206

Partnership and Asset Management Costs-	Expenses Per Unit (Y1)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
<i>Escalator</i>																
Asset Management Fee-Inv	0.0%	\$ 85	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500
WSHFC Compliance Fee	0.0%	\$ 45	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925
Total Partnership and Management Costs		\$ 8,425	\$ 8,425	\$ 8,425	\$ 8,425	\$ 8,425	\$ 8,425	\$ 8,425	\$ 8,425	\$ 8,425	\$ 8,425	\$ 8,425	\$ 8,425	\$ 8,425	\$ 8,425	\$ 8,425
<i>Escalator</i>																
Replacement Reserve	3.0%	\$ 350	\$ 22,750	\$ 23,433	\$ 24,135	\$ 24,860	\$ 25,605	\$ 26,373	\$ 27,165	\$ 27,980	\$ 28,819	\$ 29,684	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Operating Reserve		\$ 246	\$ 16,000	\$ 14,000	\$ 12,000	\$ 4,000										
Total Reserves		\$ 38,750	\$ 37,433	\$ 36,135	\$ 34,860	\$ 29,605	\$ 26,373	\$ 27,165	\$ 27,980	\$ 28,819	\$ 29,684	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Non-Residential Expenses	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROJECT EXPENSES		\$ 512,666	\$ 525,520	\$ 538,479	\$ 551,884	\$ 561,747	\$ 574,083	\$ 590,905	\$ 608,228	\$ 626,067	\$ 644,438	\$ 662,781	\$ 681,345	\$ 700,462	\$ 720,148	\$ 740,420

EXHIBIT C

Real Estate Purchase and Sale Agreement

Adopted by Resolution M-2051

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.

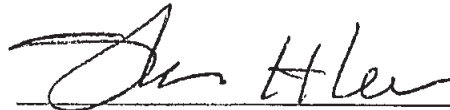
17.15 **Counterparts.** This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Additionally, (i) 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: 8/20/2019

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.

AMENDED PLAT OF
PRO-APTS CONDOMINIUM
PHASE ONE

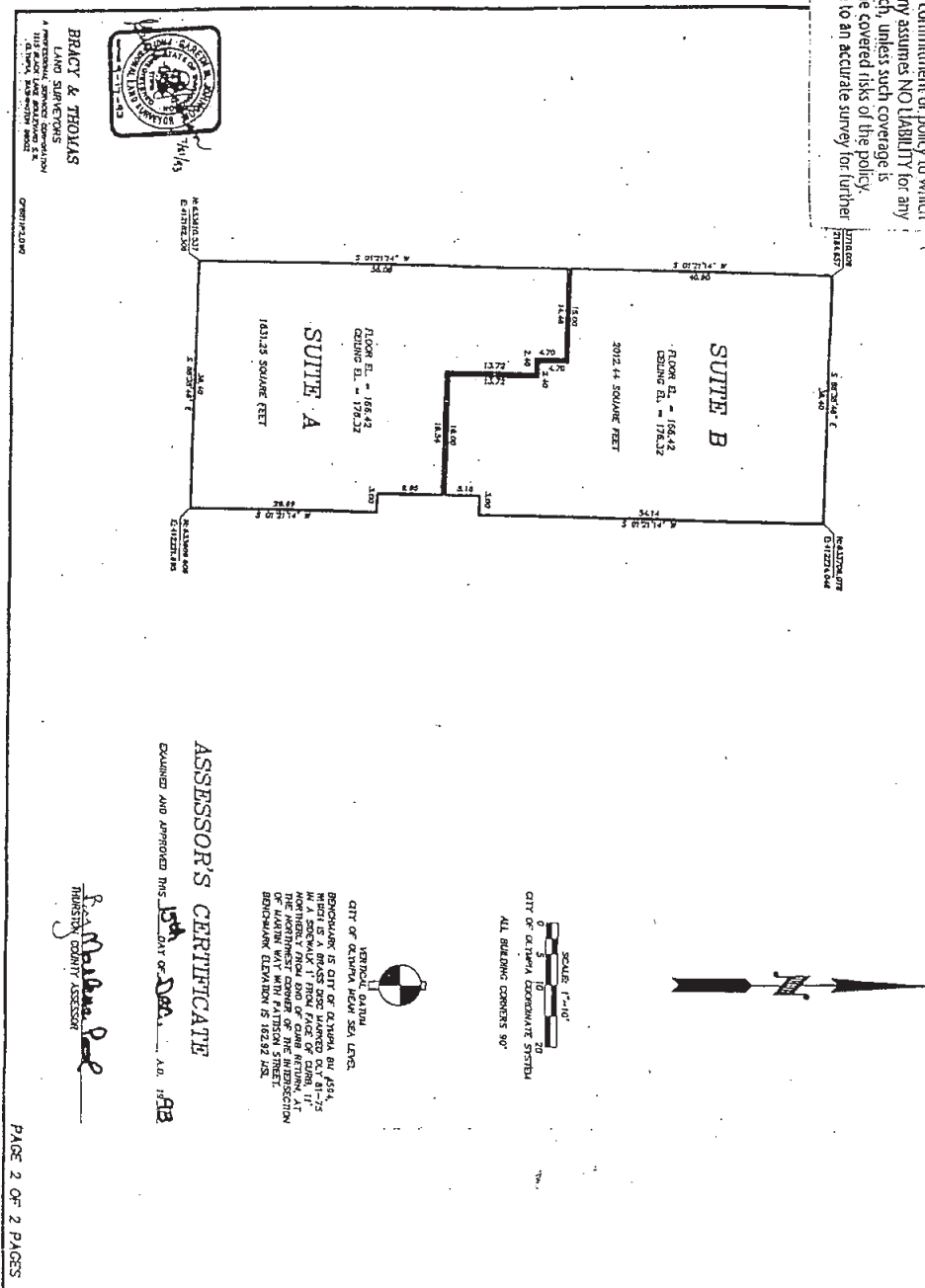


EXHIBIT "C"
DOCUMENTS AND REPORTS

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

ADDENDUM NO. 1

Real Estate Purchase and Sale Agreement

THE PARTIES to that Real Estate Purchase and Sale Agreement (hereafter "Agreement") with an Effective Date of August 20, 2019, hereby agree to modify, change and amend the Closing Date of April 30, 2020 set forth in Paragraph 5 of the Agreement. The new Closing Date in Paragraph 5 is amended and changed to on or before September 30, 2020.

IT IS HEREBY SO AGREED.

LOW INCOME HOUSING INSTITUTE (LIHI)
a Washington nonprofit corporation

Sharon Lee

Sharon Lee
Executive Director

Dated: 4/14/2020

CITY OF OLYMPIA
a Washington municipal corporation

Steven J Burney

Steven J. Burney
Interim City Manager

Dated: 4/14/2020

APPROVED AS TO LEGAL FORM:

DocuSigned by:

Mark Barber

A517635DF13B473...

Mark Barber, City Attorney

Dated: 4/13/2020

ADDENDUM NO. 2

Real Estate Purchase and Sale Agreement

THE PARTIES to that Real Estate Purchase and Sale Agreement (hereafter "Agreement") with an Effective Date of August 20, 2019, hereby agree to modify, change and amend the Closing Date of September 30, 2020 set forth in Addendum No. 1 of the Agreement. The new Closing Date in Paragraph 5 of the Agreement is amended and changed to on or before November 30, 2020.

IT IS HEREBY SO AGREED.

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

Sharon Lee
Sharon Lee, Executive Director

DATED: 09/16/2020

CITY OF OLYMPIA, a Washington
municipal corporation

Steven J Burney
Steven J. Burney, Interim City Manager

DATED: 09/16/2020

APPROVED AS TO LEGAL FORM

Mark Barber _____
Attorney

DATED: 09/16/2020

ADDENDUM NO. 3

Real Estate Purchase and Sale Agreement

THE PARTIES to that Real Estate Purchase and Sale Agreement (hereafter "Agreement") with an Effective Date of August 20, 2019, hereby agree to provide for Amended Restrictive Covenants in the forms substantially provided hereto as EXHIBIT A (Housing - Unit 1), EXHIBIT B (Shelter - Unit 2) and EXHIBIT C (Housing - Unit 3) as attached hereto, in the event the Low Income Housing Institute (LIHI) ("Buyer") grants and conveys in the future its property interests in the real property at 2828 Martin Way East, Olympia, Washington, and LIHI's subsequent grantees choose to create a condominium pursuant to RCW Chapter 64.34, also known as the Condominium Act.

RCW 64.34.020(10) provides that "Condominium" means real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common elements are vested in the unit owners, and unless a declaration and a survey map and plans have been recorded pursuant to RCW Chapter 64.34. LIHI agrees that should it form a condominium in the future, or its subsequent grantees form a condominium, a "Declaration" that creates a condominium by setting forth the information required by RCW 64.34.216, and any amendments to those documents, shall be filed and recorded with the Auditor of Thurston County, Washington. LIHI ("Buyer") or its future grantees shall provide a full and complete copy of the recorded "Declaration" of condominium documents to the City of Olympia ("Seller").

IT IS HEREBY SO AGREED.

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

CITY OF OLYMPIA, a Washington
municipal corporation

Sharon Lee

Sharon Lee, Executive Director

Steven J. Burney

STEVEN J. BURNLEY, City Manager

DATED: 11/03/2020

DATED: 11/03/2020

APPROVED AS TO FORM:

Mark Barber

Mark Barber, City Attorney

DATED: 11/03/2020

EXHIBIT A
(Housing – Unit 1)

After Recording Return to:

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

Document Title:	Amended Restrictive Covenants
Grantor:	Martin Way 1 LLLP
Grantee:	City of Olympia, a Washington municipal corporation
Abbreviated Legal Description:	[insert new abbreviated legal]
Assessor's Tax Parcel Number:	[insert TPNs]

AMENDED RESTRICTIVE COVENANTS

As consideration to the City of Olympia for amendment of the Restrictive Covenants recorded upon the sale of the real property located at 2828 Martin Way East, Olympia, Washington, to Low Income Housing Institute (LIHI), under Auditor No. [insert recording number], the Grantor herein as the owner of the real property legally described as attached in Exhibit A hereto (the "Property") and as the subsequent Grantee of the Low Income Housing Institute (LIHI), covenants and agrees that the Property identified as condominium Housing – Unit 1, shall be held, transferred, sold, conveyed, leased, used and occupied in perpetuity subject to the following covenants and restrictions:

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

Unit 1 shall provide thirty-five (35) residential housing units to serve chronically mentally ill persons, or homeless individuals earning up to thirty percent (30%) adjusted median income for Thurston County, Washington, and twenty-nine (29) residential housing units which will serve chronically mentally ill persons, or homeless individuals earning up to fifty percent (50%) adjusted median income for Thurston County, Washington, together with residential common space as provided in the Declaration of Condominium recorded under Thurston County Auditor No. [insert recording number].

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

Prior to the termination of the fifteen (15) year period identified in paragraph 2 above, in the event Section 8 or similar rental assistance to condominium Housing – Unit 1 is substantially reduced or terminated, the parties may, at the City's discretion and subject to the provisions of RCW 82.14.530, as now or hereafter lawfully amended, renegotiate the target population provided herein to ensure the continued viability of the Project.

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

It is further agreed by Grantor and Grantee, that Grantee shall have the right to enforce the aforesaid Amended Restrictive Covenants running with the land in the Superior Court for Thurston County, by either a request for equitable or injunctive relief or an action at law for

damages, or by both such equitable or injunctive relief and monetary damages, as permitted by the laws of the State of Washington.

GRANTOR: MARTIN WAY 1 LLLP,
a Washington limited liability limited partnership,

By: LIHI Martin Way 1 LLC
a Washington limited liability company
Its: General Partner

By: Low Income Housing Institute (LIHI)
a Washington nonprofit corporation
Its: Manager

By _____
Sharon Lee, Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Sharon Lee, to me personally known (or proved on the basis of satisfactory evidence) to be the Executive Director of Low Income Housing Institute (LIHI) the manager of LIHI Martin Way 1 LLC, the general partner of Martin Way 1 LLLP, and acknowledged said instrument to be the free and voluntary act and deed of such organization, on behalf of said organization, for the uses and purposes mentioned, and on oath stated that they were authorized to execute the said instrument.

Signature _____

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

EXHIBIT A

[Insert new legal description.]

EXHIBIT B (Shelter – Unit 2)

After Recording Return to:

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

Document Title:	Amended Restrictive Covenants (Shelter)
Grantor:	LIHI Shelter LLC
Grantee:	City of Olympia, a Washington municipal corporation
Abbreviated Legal Description:	[insert new legal]
Assessor's Tax Parcel Number:	[insert TPNs]

AMENDED RESTRICTIVE COVENANTS

As consideration to the City of Olympia for amendment of the Restrictive Covenants recorded upon the sale of the real property located at 2828 Martin Way East, Olympia, Washington, to Low Income Housing Institute (LIHI), under Auditor No. [insert recording number] the Grantor herein as the owner of the real property legally described as attached in Exhibit A hereto (the "Property") and as the subsequent Grantee of the Low Income Housing Institute (LIHI), covenants and agrees that the Property identified as condominium Shelter – Unit 2, shall be held, transferred, sold, conveyed, leased, used and occupied in perpetuity subject to the following covenants and restrictions:

1. The Property shall be solely used to construct a 24/7 enhanced homeless shelter with up to sixty (60) beds and support facilities as provided in RCW 82.14.530, as now or hereafter lawfully amended, and for no other purpose except with the Grantee's express written consent and approval; and
2. It is the express intent of the Grantor and Grantee that the provisions of the Amended Restrictive Covenants stated herein shall be deemed to run with the land in perpetuity and shall pass to and be binding upon Grantor's successors in title, including any subsequent purchaser, grantee, owner, assignee, trustee, trustor, or lessee of any portion of the real property or condominium and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and

assigns of any purchaser, grantee, owner, assignee, trustee, trustor, or lessee of any portion of the real property or condominium and any other person or entity having any right, title or interest therein.

It is further agreed by Grantor and Grantee, that Grantee shall have the right to enforce the aforesaid Amended Restrictive Covenants running with the land in the Superior Court for Thurston County, by either a request for equitable or injunctive relief or an action at law for damages, or by both such equitable or injunctive relief and monetary damages, as permitted by the laws of the State of Washington.

GRANTOR: LIHI SHELTER, LLC
a Washington limited liability company,

By: Low Income Housing Institute (LIHI)
a Washington nonprofit corporation
Its: Manager

By _____
Sharon Lee, Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Sharon Lee, to me personally known (or proved on the basis of satisfactory evidence) to be the Executive Director of Low Income Housing Institute (LIHI), the manager of LIHI Shelter, LLC, and acknowledged said instrument to be the free and voluntary act and deed of such organization, on behalf of said organization, for the uses and purposes mentioned, and on oath stated that they were authorized to execute the said instrument.

Signature

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

EXHIBIT A

[Insert new legal description.]

EXHIBIT C (Housing – Unit 3)

After Recording Return to:

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

Document Title:	Amended Restrictive Covenants
Grantor:	Martin Way 1 LLLP
Grantee:	City of Olympia, a Washington municipal corporation
Abbreviated Legal Description:	[insert new abbreviated legal]
Assessor's Tax Parcel Number:	[insert TPNs]

AMENDED RESTRICTIVE COVENANTS

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

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

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

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

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

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

EXHIBIT A

[Insert new legal description.]

EXHIBIT D

Development Agreement

EXHIBIT D

DEVELOPMENT AGREEMENT

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

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

RECITALS

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

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

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

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A – Legal description of the Subject Property.

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

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

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

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

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

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

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

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

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

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

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

Section 9: Financing of Public Facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

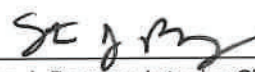
Section 26: *Severability.* If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington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

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

LOW-INCOME HOUSING INSTITUTE (LIHI):

By 
Sharon Lee, Executive Director
Date: 2/14/2020

CITY OF OLYMPIA:

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

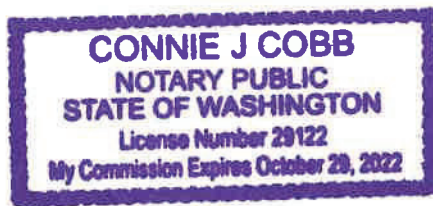
APPROVED AS TO FORM:

By 
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

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

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



Connie J. Cobb

Signature

Print Name: CONNIE J. COBB

NOTARY PUBLIC in and for the State of

Washington, residing at Olympia

My commission expires 10/29/22

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

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

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



Aaron D. Long

Signature

Print Name: Aaron D. Long

NOTARY PUBLIC in and for the State of

Washington, residing at Seattle

My commission expires 6/19/22

EXHIBIT "A"

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

IN THURSTON COUNTY, WASHINGTON..

EXHIBIT B

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

Phase 1

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

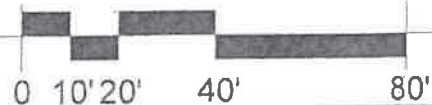
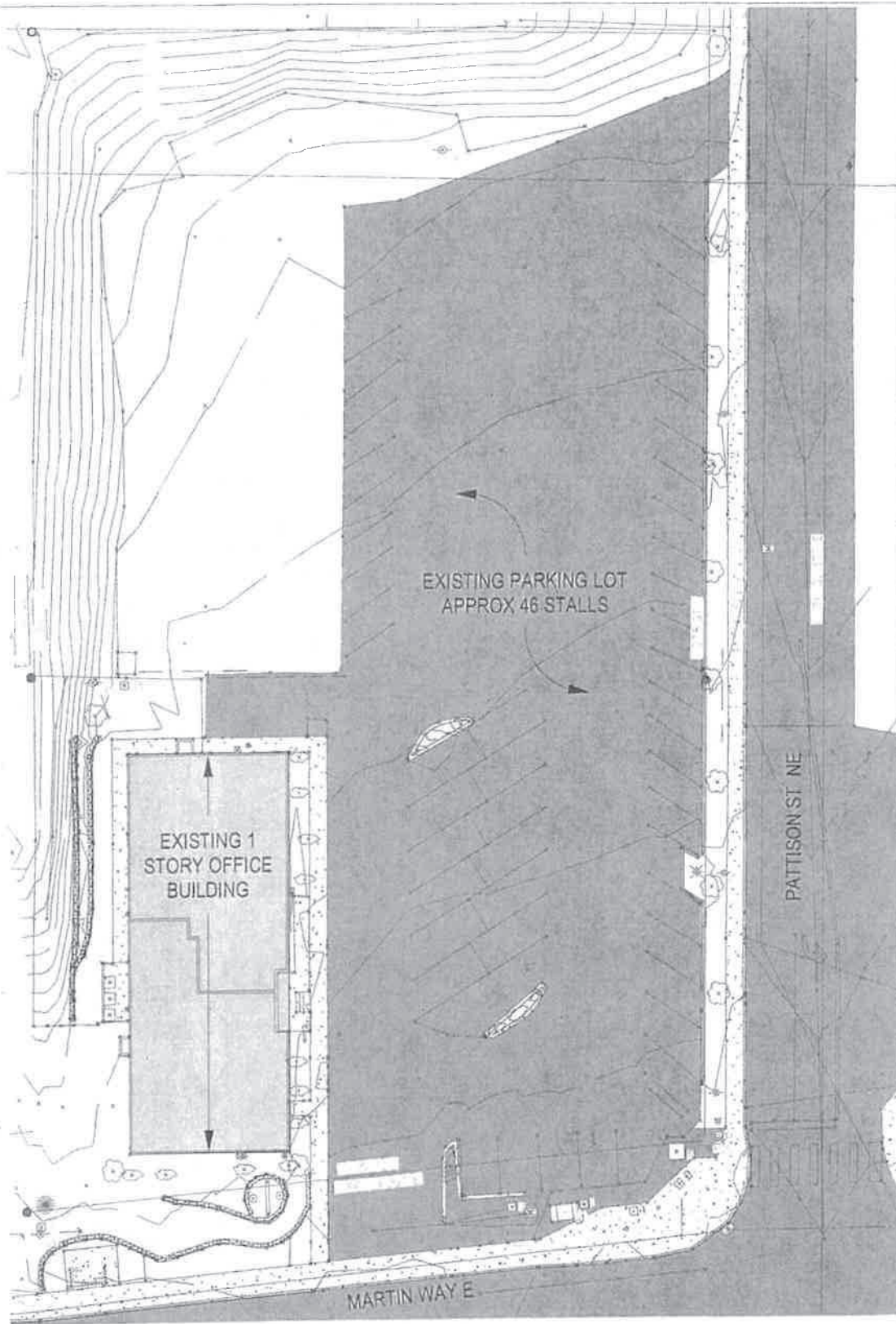
- Demolish surface parking area and stalls from Phase 1 build area. Maintain approximately 24 stalls in surface parking area to south. Add 4 new compact stalls to Phase 1 area.
- Construction of new building, consisting of approximately 65 low income dwelling units, and a homeless shelter for approximately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

Phase 2

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

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

ORIGINAL SHEET SIZE 8 1/2" x 11"



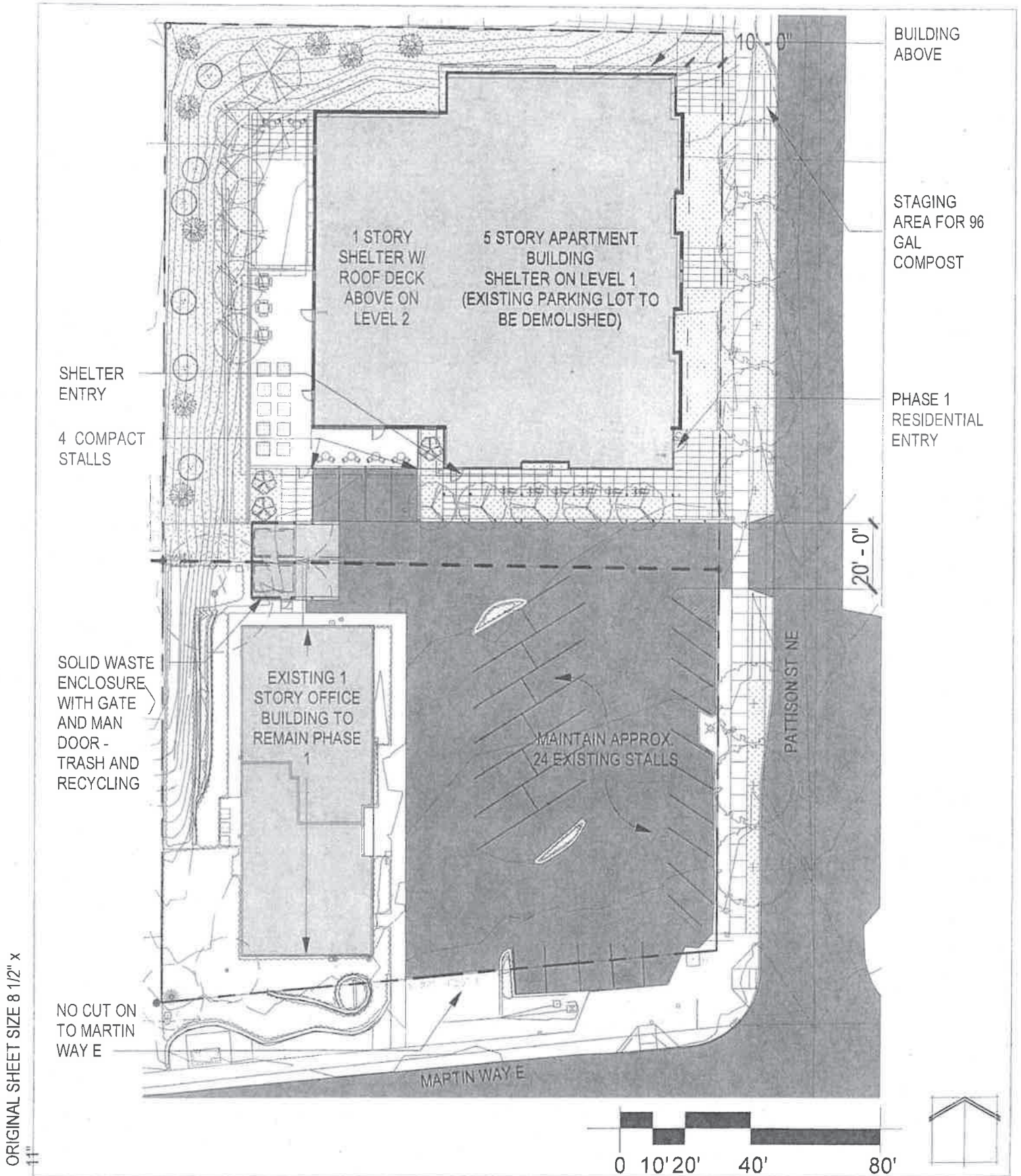
ENCORE
ARCHITECTS

2828 MARTIN WAY - PHASE 1
EXISTING SITE PLAN

1402 Third Avenue, Suite 1000
Seattle, WA 98101

encorearchitects.com

DA-1.0



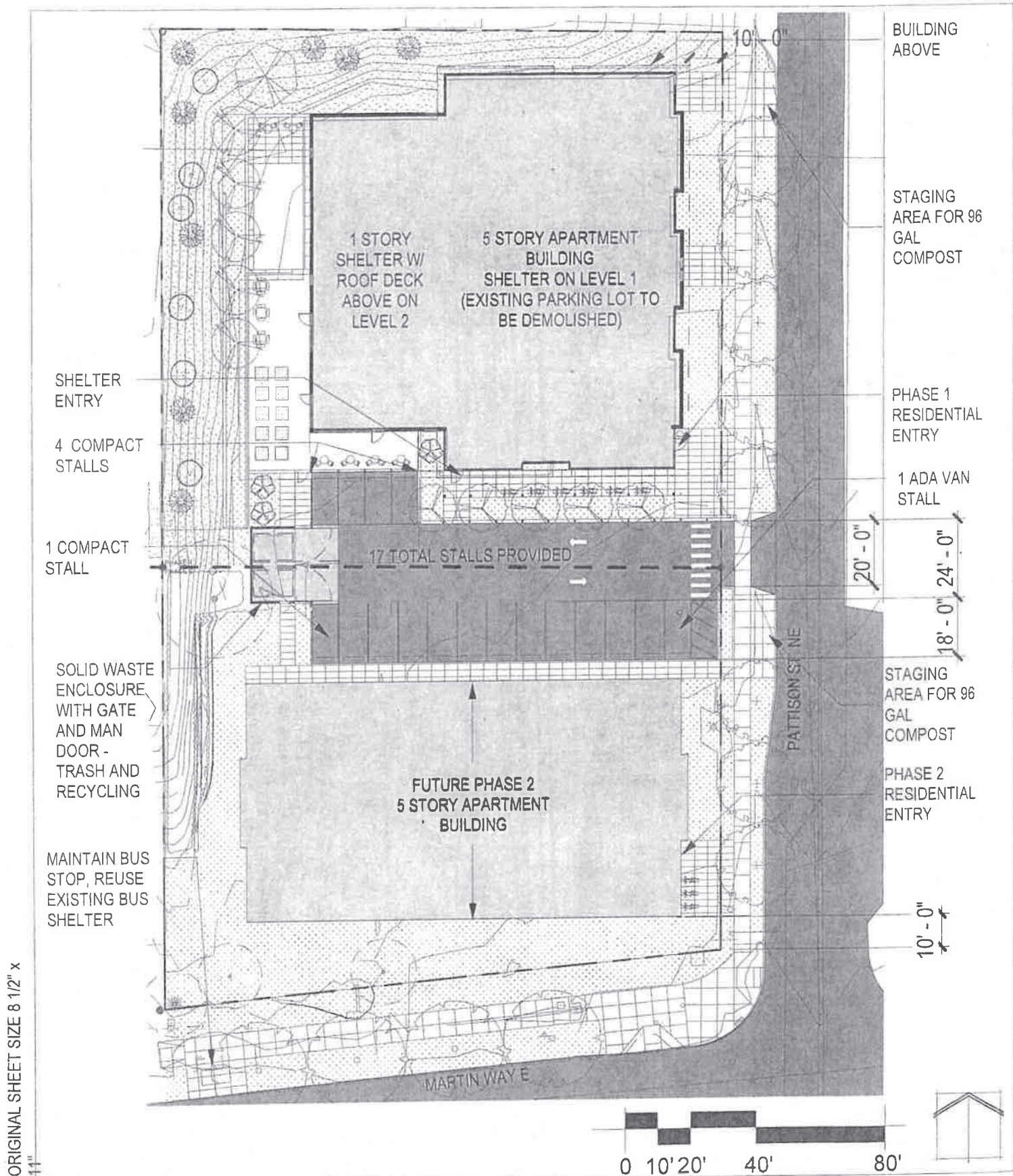
ENCORE
ARCHITECTS

1402 Third Avenue, Suite 1000
Seattle, WA 98101

encorearchitects.com

2828 MARTIN WAY - PHASE 1
SITE PLAN - PHASE 1

DA-1.1



ENCORE
ARCHITECTS

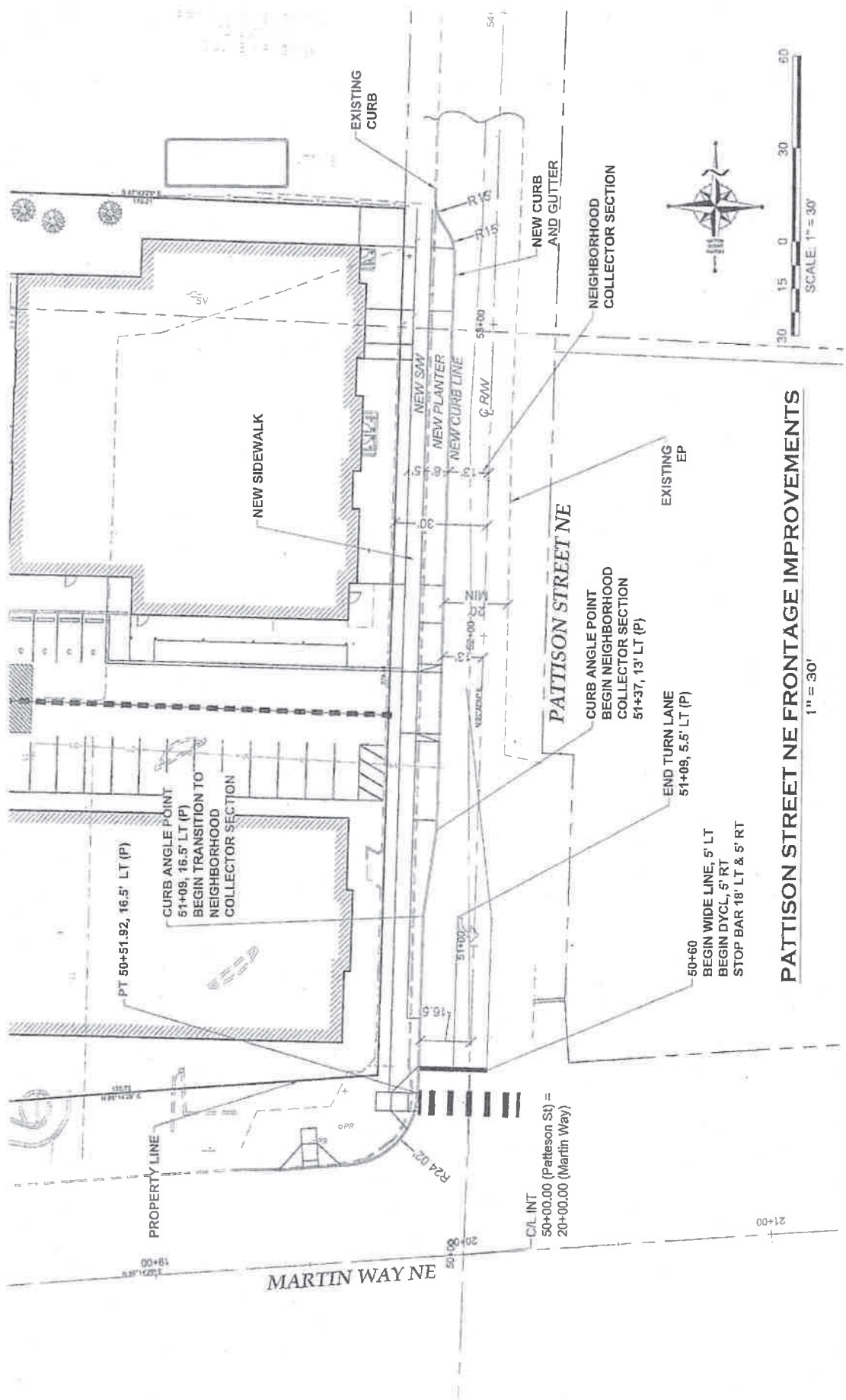
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Seattle, WA 98101

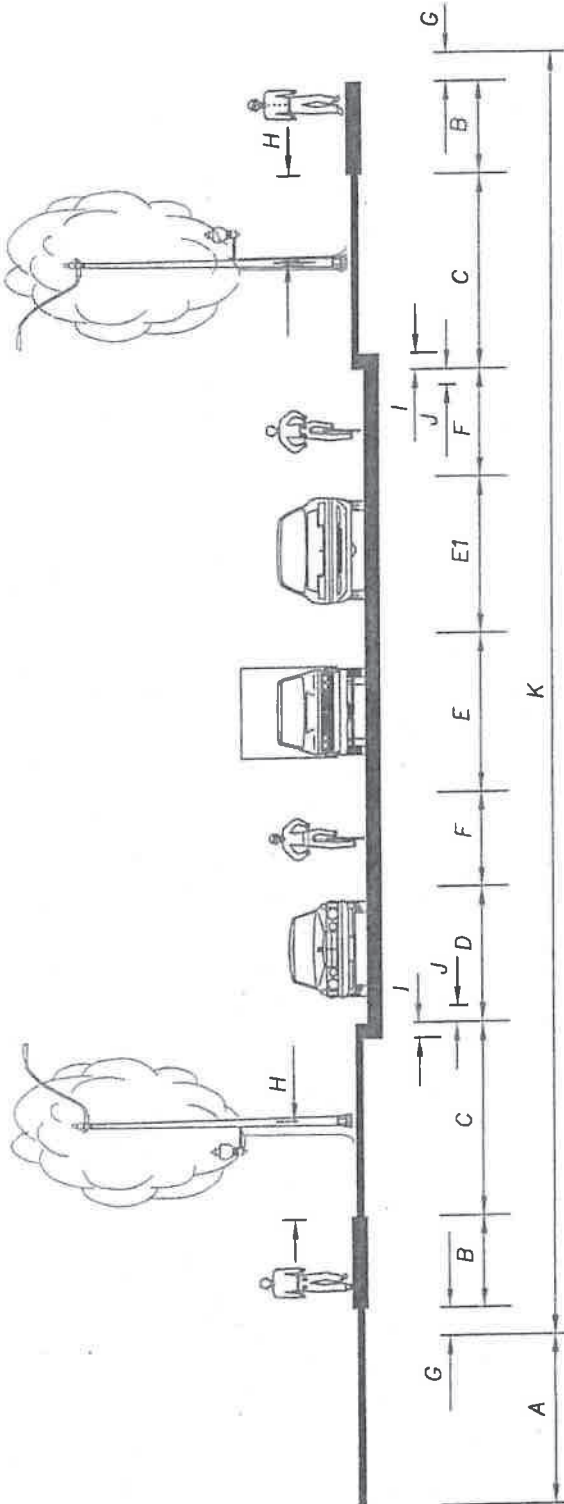
encorearchitects.com

2828 MARTIN WAY - PHASE 1
SITE PLAN - PHASE 2

DA-1.2

EXHIBIT C

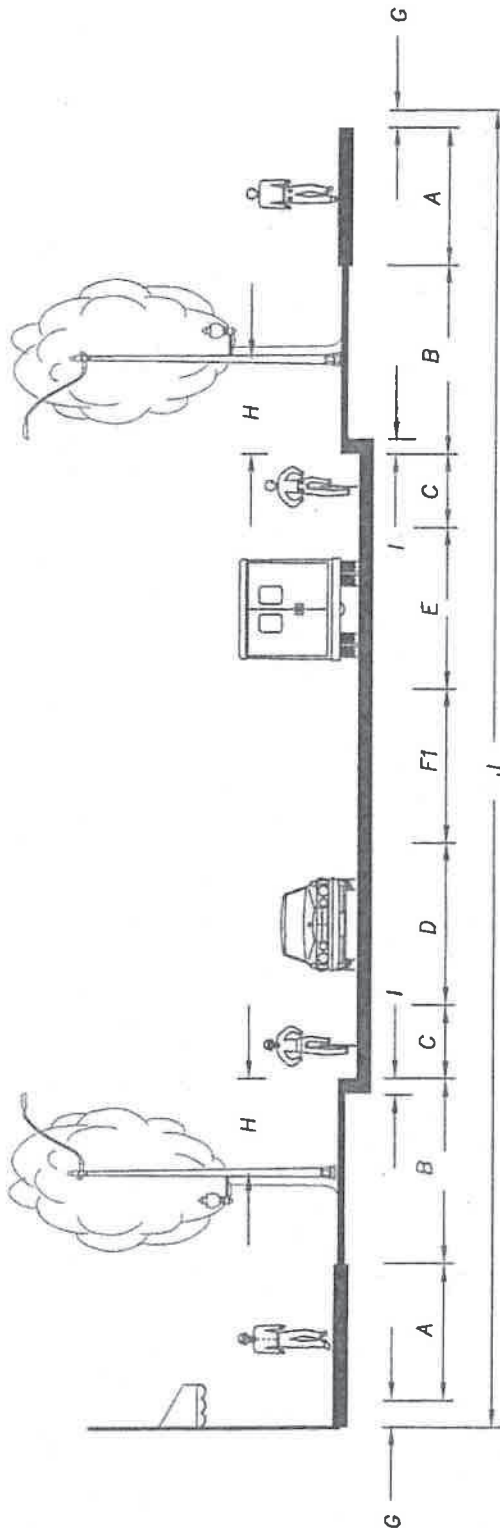




DIMENSIONS = FEET

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

APPROVED BY	REVISED DATE	CITY OF OLYMPIA	STD. DWG. NO.
FRAN R. EIDE, PE	8/30/2018	NEIGHBORHOOD COLLECTOR STREET	4-21
CITY ENGINEER			



DIMENSIONS = FEET

NUMBER OF LANES	SEE STANDARD DRAWING 4-6A FOR MINIMUM STRUCTURAL DESIGN AND STREET CROSS SLOPE DESIGN										SEE MINIMUM STREET DESIGN STANDARDS TABLE FOR ADDITIONAL DESIGN ELEMENTS
	SIDEWALK	PLANTING	BIKE LANE	LANE	LANE	LEFT TURN LANE	R/W BEHIND SIDEWALK	CLEAR ZONE	CURB	RIGHT OF WAY	
	A	B	C	D	E	F1	G	H	I	J	
2 LANES	8	10	5	10	10	0	1	5	0.5	68	
3 LANES	8	10	5	10	10	11	1	5	0.5	79	
4 LANES	8	10	5	10	10	0	1	5	0.5	88	
5 LANES	8	10	5	10	10	11	1	5	0.5	99	
ADT 14,000-40,000											

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

EXHIBIT E

Application for Award Funding

EXHIBIT E
APPLICATION FOR AWARD FUNDING

Exhibit "A"

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.

Low Income Housing Institute (LIHI) 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? New hire orientation
- ☐ 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.



Sharon Lee
Executive Director
Low Income Housing Institute (LIHI)

5-14-2019

Date

Exhibit "A"

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.

Interfaith Works affirms compliance with the City of Olympia's nondiscrimination ordinance and contract provisions.

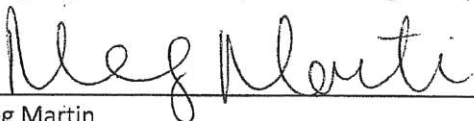
Please check all that apply:

- ☐ 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.



Meg Martin
Co-Executive Director
Interfaith Works

5/14/19

Date

Exhibit "B"
EQUAL BENEFITS COMPLIANCE DECLARATION

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

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

Consultant Name: Low Income Housing Institute (LIHI)

A handwritten signature in blue ink, appearing to read "Sharon Lee", is written over a horizontal line.

Signature

Sharon Lee, Executive Director

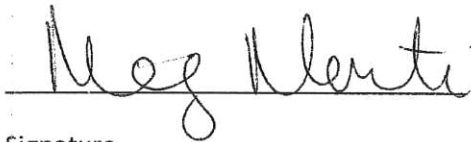
Low Income Housing Institute (LIHI)

Exhibit "B"
EQUAL BENEFITS COMPLIANCE DECLARATION

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

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

Consultant Name: Interfaith Works



Signature

Meg Martin, Co-Executive Director

Interfaith Works

Exhibit "C"

2019 Olympia Home Fund Application Questions

Responses must be submitted for all questions for the application to be considered.

These questions closely match the 2019 Thurston County Affordable Housing RFP questions to reduce administrative burden for applicants.

1. Submitting organization name:

Low Income Housing Institute (LIHI)
Interfaith Works

2. Name of primary contact for this application:

Steven Strickland
Real Estate Project Manager
Low Income Housing Institute (LIHI)
steven.strickland@lihi.org
206-957-8055

Meg Martin
Co-Executive Director
Interfaith Works
meg@iwshelter.org
360-951-6767

3. Telephone number, email, and mailing address for submitting organization:

Low Income Housing Institute (LIHI)
206-443-9935, ext. 135
steven.strickland@lihi.org
2047 1st Ave., Seattle, WA 98121

Interfaith Works
360-951-6767
meg@iwshelter.org
P.O. Box 1221, Olympia, WA 98507

4. Project Name:

2828 Martin Way E

5. Brief description of proposed project:

The Martin Way project features a 2-unit condominium structure including (i) 60 LIHI housing units (40 of which will serve chronically mentally ill, homeless individuals earning up to 30% AMI, and 20 of which will serve individuals earning up to 50% AMI) and residential common space on the upper levels, and (ii) an Interfaith Works 24/7, enhanced homeless shelter with 60 beds and support facilities on the ground floor. Supportive services will be provided to residents of the housing units.

The total funding request is for \$1,100,000.00. \$600,000 of which will be for capital funding for the Low Income Housing Institute (LIHI) affordable housing units, and \$500,000 of which will be capital funding for the Interfaith Works shelter.

6. Location of project, city, address (if known), zoning (if known):

2828 Martin Way E, Olympia, WA 98506

Zoning: HDC-4

7. Name and brief experience of developer:

The Low Income Housing Institute (LIHI) develops, owns, and operates housing for the benefit of low-income, homeless, and formerly homeless people in Washington State. LIHI began in 1991 and owns and/or manages over 2,000 housing units at more than 60 sites in 6 counties throughout Western Washington. In Olympia, LIHI most recently completed the development of Billy Frank Jr. Place, a 43-unit LIHTC project in downtown Olympia in 2017.

Robin Amadon, LIHI's Housing Development Director, will support Steven Strickland who will serve as the project lead overseeing development activities. Robin joined LIHI in 1998 and has worked on more than 20 Low Income Housing Tax Credit projects, several congregate homes, and mixed-use developments. Support for (i) construction administration will be provided by Brad Reuling, LIHI's Construction Project Manager; (ii) design development and construction administration will be provided by Eric Blank, AIA, LEED BD+C, LIHI's Design Manager; and (iii) project management, financial administration and legal review will be provided by Steven Strickland, J.D., LIHI's Real Estate Project Manager. LIHI also has a large property management staff that oversees leasing, compliance, and other property management activities.

Interfaith Works (IW), established in 1974, is a coalition of 32 diverse faith communities in Thurston County. IW has provided shelter for over 25 years through a faith based, volunteer run seasonal shelter program. Starting in 2013, IW partnered with a group of street outreach workers with over a decade of experience serving the highest needs, most disconnected unsheltered residents in our community to professionalize the volunteer model and open the county's first, year-round, low-barrier shelter. Under the leadership of Meg Martin, MSW and co-founder of the IW nightly shelter, IW introduced Thurston County to vulnerability-based placement and raised the bar for all shelter and housing programs in our area to prioritize and more effectively serve higher needs individuals. Today, most housing and shelter programs in Thurston County have shared language around best practices, Harm Reduction, Trauma-Informed Care, and Coordinated Entry. We have seen significant changes in system-wide performance measures related to higher occupancy in shelters, and lower barriers in shelter and housing programs across the county. This culture shift was led by IW and has resulted in more effective care of chronically homeless individuals with serious persistent physical, mental health, and substance use challenges. IW from its very first days has valued community connectedness and forged unlikely partnerships. We work closely with the city, county, state, businesses and property owners, healthcare and criminal justice systems, advocates and unhoused people themselves to ensure that all our efforts are community driven and happen with broad based support. Now, IW is the primary service providers prioritizing the most complex, chronically homeless adults with a 42-bed nightly shelter, oversight and management of the day room and hygiene area of the Community Care Center, and a peer support-based case management program called the Navigation Team.

8. Name and brief experience of project manager (if organization managing project is different from developer):

The Low Income Housing Institute (LIHI) will serve as both the developer and property manager of the housing unit. Interfaith Works will operate the shelter.

9. **Serve priority population (25 percent of score)**

- a. *Target population of project:*

30% AMI: 60 beds (homeless individuals) (Shelter).

30% AMI: 40 units (chronically mentally ill homeless individuals) (Housing).

50% AMI: 20 units (working homeless individuals) (Housing).

- b. *Proposed number of units or beds total:*

120 total units/beds (60 units of permanent supportive housing and 60 shelter beds).

c. *Proposed number units or beds per population:*

30% AMI	Homeless	60 shelter beds
30% AMI	Chronically Mentally Ill & Homeless	40 housing units
50% AMI	Working Homeless	20 housing units

d. *Proposed number units or beds per income level:*

30% AMI	Homeless	60 shelter beds
30% AMI	Chronically Mentally Ill & Homeless	40 housing units
50% AMI	Working Homeless	20 housing units

10. Demonstrate readiness (25 percent of score)

a. What is your estimated timeline for completion? When will the project reach full occupancy?

Construction completion is scheduled for 12/2021. The project is anticipated to reach full occupancy 3 months after construction completion (3/2022).

b. Has a site been purchased for this purpose or are their properties available for this rehabilitation?

The Low Income Housing Institute (LIHI) is currently negotiating site control via a purchase and sale agreement with the City of Olympia, and the City of Olympia has provided a letter of support for the Martin Way development, which is attached.

11. Reduce homelessness for most vulnerable (15 percent of score)

a. *Will this project serve homeless households?*

Yes. The shelter and the housing units will serve homeless households. There are an estimated 20 units set aside for 50% AMI households that will first be prioritized for homeless individuals, but will be filled with any qualifying individual if they cannot be filled with qualifying people experiencing homelessness.

b. *If yes, how will this project ensure placement through Coordinated Entry?*

Yes, placement for the shelter and homeless units will occur through the Thurston County Coordinated Entry system.

c. How will this project prioritize serving the most vulnerable households in Coordinated Entry?

Assigned shelter beds will be available based on a vulnerability assessment designed to prioritize individuals and couples with highest risk of death on the streets. People over the age of 60 who are living with serious persistent challenges related to their mental health, substance use, and physical health typically score the highest on the assessment tool. Interfaith Works uses the Coordinated Entry list to make placement decisions. A limited number of nightly drop-in beds will be available on a night by night lottery basis to ensure that occupancy is always high, while still prioritizing the most vulnerable.

The project will include 40 permanent supportive housing units (studio and 1-bedroom) for chronically homeless, non-veteran single adults and couples without dependent children who have permanent disabilities including mental illness, substance use disorders, chronic illness, and physical impairments making at or below 30% AMI. Placements into the housing will be made through the Thurston County Coordinated Entry system and IW will provide and coordinate all on-site support services for the tenants of the housing as well as the residents in the bottom floor shelter. The project will include space for case management, peer support advocacy services, and other on-site services. The remaining units will be prioritized through the same system, but will be for individuals or couples making at or below 50% AMI.

12. Provide Supportive housing (10 percent of score)

a. Will this project provide supportive housing?

Yes, daily supportive services will be provided on-site to residents of the housing units and the shelter through Interfaith Works. IW's peer support case management program model called The Navigation Team specializes in strengths-based relationship building with residents, and is uniquely equipped to connect with and support residents in whatever struggles they are going through. IW will provide clinical supervision to the case management team, and will always work to keep people housed, and get them the support they need to be successful. Additionally, partnership with a licensed, clinical, behavioral health provider to increase on-site access to mental health and substance use treatment will be required in order to receive the State Housing Trust Fund award to serve Chronically Mentally Ill (CMI) individuals. IW currently partners with Providence Behavioral Health Services at the Community Care Center and intends to increase the scope of that arrangement for the Martin Way service plan.

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

This project is designed to serve individuals with the most complex challenges related to their physical health, mental health and substance use patterns. All of the support services are individualized, non-coercive, voluntary, and based on what the resident is saying they need. In our experience serving this population, we anticipate that some of the primary needs our households will have are high access connection to medical care, low-barrier mental health and substance use treatment options, support for their pets, support with managing personal belongings and hoarding behavior, overdose prevention planning, accessibility and mobility support, support with Activities of Daily Living, connection to in home health workers, coordination of transportation for appointments, emergency medical response, interpersonal and domestic violence intervention, support with boundaries related to visitors, family members, partners and friends who are not housed in the apartments, support with financial planning and connection to payee services, coordination of legal support, patience, understanding and ample opportunities to change behavior when issues arise. This project will meet safety and cleanliness standards while understanding that our guests and residents are being screened into the program specifically because they can have challenging behavior. This means that we must connect with them quickly, build trust, and understand that our relationships are the strongest tool in our ability to enforce regulations that are necessary for the health and safety of all residents and for the project to continue.

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

Supportive services for the housing units will be funded through a contract between LIHI and Interfaith Works by tenant paid rental income or other service funding secured through local and/or philanthropic resources. Supportive services for the shelter will be funded by a combination of sources. IW's shelter has been awarded significant funding through the Thurston County annual RFP process each round since 2012. IW will continue to pursue funds through the county for the Consolidated Homeless Grant program, HB 2163 funds for homeless services, and any additional options through the Community Investment Partnership. IW is in the process of becoming a Foundational Community Support partner through Medicaid expansion, and applying to the Federal Office of Crime Victims Advocacy for our Navigation Team program. Additionally, a budget proviso in the WA State 2019 budget to support operations of Permanent Supportive Housing was awarded \$7M and is being considered a new funding stream for Permanent Supportive Housing operations going forward. Further, IW will continue to pursue private foundation and grant opportunities for ongoing operations.

Clinical Behavioral Health services will be Medicaid eligible services and funded through our partnership with the licensed provider.

- d. Has the operator of this housing been trained or evaluated in Substance Abuse and Mental Health Services Administration (SAMHSA) Supportive Housing Fidelity? If yes, estimate the most recent date and include the evaluating organization.

LIHI and Interfaith Works are in discussions with Providence Health & Services Washington's Community Care Center to provide licensed, clinical behavioral health services for the project.

13. Cost (10 percent of score)

- a. What is the average cost per unit based on the total project cost?

\$153,932.50.

Total Project Cost (\$18,471,900) / Number of Units/Beds (120) = \$153,932.50 average cost per unit.

- b. Average cost per Home Fund dollar requested?

\$9,166.00.

Total Home Fund amount requested (\$1,100,000) / Number of Units/Beds (120) = \$9,166.00 average cost per Home Fund dollar requested.

- \$600,000.00 for Low Income Housing Institute (LIHI) affordable housing units.
- \$500,000.00 for Interfaith Works shelter.

14. A BUDGET SPREADSHEET MUST BE ATTACHED TO YOUR APPLICATION. The budget should include estimated income and expenses for:

- | | |
|--|-------------------------------|
| ✓ All estimated fund sources including Olympia Home Fund | ✓ Permits and fees |
| ✓ Design and inspection | ✓ Land/property acquisition |
| ✓ Project management | ✓ Site development |
| ✓ Relocation | ✓ Construction/rehabilitation |
| ✓ Title Insurance | ✓ Utilities |
| ✓ Environmental review | ✓ Other expenses |

See attached budget workbook.

PREFACE NOTE:

The 2017 Combined Funders Application (CFA) *Forms* were designed to collect data on proposed projects down to the site level, and up to 14 separate buildings on the site can be accommodated by this version Forms. For projects consisting of more than 1 site and/or 14 buildings per site, *please contact Sean Harrington at the Department of Commerce at (360) 725-2995 or via email at sean.harrington@commerce.wa.gov.*

Definitions

Site: The parcel(s) of land, unified under common ownership, which serve as the location of individual residential buildings or functionally-related groups of buildings. A site may equate to a single tax parcel or may be multiple *contiguous* tax parcels. Properties that are across the street from each other are considered contiguous.

Multi-Site project: A project consisting of buildings that are located in two or more locations that are ***not*** contiguous. For the purposes of this Application, a project that consists of a group of *single family homes* on non-contiguous sites within a single municipality (e.g., a DPA project operating within the City of Walla Walla) that operate with a project-wide budget is not considered a multi-site project. This type of project is considered a single site project with multiple buildings.

Buildings: The physical structures on a site included as part of this Application. This primarily includes residential structures, but may also include community buildings that serve the residents of the project.

Household: A group of individuals that functions collectively, whether related or not, and inhabits a specific residential space. A household can also refer to one individual that inhabits a specific residential space .

Units: Residential living quarters that are separate and distinct from each other and which typically contain complete and separate kitchen and restroom facilities in each unit.

Bed: a sleeping space provided to a single individual

Redevelopment: New construction on a site , usually preceded by partial or complete demolition of existing structures, with the purpose of providing replacement structures with an intended use similar to those they are replacing. Ideally, this would result in a 1:1 replacement of any previously or currently-existing housing units. The primary examples of Redevelopment are HOPE VI projects.

Adaptive Reuse: The alteration of an existing site or building to provide housing, when the previous purpose of the site or building was something other than housing. The conversion of a hospital into apartments is an example.

Validations Checklist

This page is intended as a check that particular elements of the application have been completed or displays as "Concern," please provide a reasoning for why, in your opinion, this element is not a concern.

Validations

Form	Issue
3	Populations to be served must be ID'd
	Entry Status must be ID'd for all Populations
	Residency Type must be ID'd for all Populations
	All Records must be flagged as Unit or Bed
	A unit count must be provided for all ID'd populations
5	Begin Construction task cannot be deleted
	Schedule Tasks cannot be deleted
6A	Total Sources (cell j119) must at least equal Total Uses (cell j118)
7A	All Sources must have a Source Type selected
	All Sources must be identified as Grant or Loan
	All Loans must have terms
	All Sources must have an Award Date listed
	Total Capital Sources (cell F48) must match Total Sources on Form 6A (cell 118)

responses have been provided. If any of the elements
cern.

OK / Concern	Rationale for Concern
OK	
OK	
OK	
OK	
OK	
OK	
Concern	
OK	
OK	
OK	
OK	
Concern	

Form 1: Project Summary

Project Name: Martin Way Apartments

Project Sponsor:

Sponsor Organization: Low Income Housing Institute (LIHI)

Project Contact Person: Steven Strickland

Phone: 206-957-8055

Email: steven.strickland@lihi.org

Development Consultant (if applicable):

Firm: _____

Consultant Name: _____

Phone: _____

Email: _____

Will the Development Consultant serve as the primary contact for the project?

Select...

Name of Ownership Entity: TBD

Project Location

Primary Street Address: 2828 Martin Way E.

City: Olympia

County: Thurston

Zip: 98506

Legislative District: 22

Congressional District: 10

Census Tract: 103

Latitude: 47°02'48.7"N

Longitude: 122°51'34.2"W

Tax Parcel ID# 69510000100; 69510000200

Project Activity (check all that apply)

Acquisition ☒

HUD/USDA Preservation ☐

Mixed Use ☒

Rehab ☐

Expiring Tax Credit Property ☐

Other ☐

New Construction ☒

Demolition/Redevelopment ☐

Adaptive Reuse ☐

Mobile Home Park Preservation ☐

If Mixed Use or Other, please explain:

The Martin Way project features a 2-unit condominium structure including (i) 60 LIHI permanent supportive housing units and common space serving chronically mentally ill, homeless individuals earning up to 30% of local AMI on the upper levels, and (ii) an Interfaith Works 24/7, enhanced homeless shelter with 60 beds and support facilities on the ground floor.

Total Sites in project 1

Total Units in Project 60

Form 2A: Building Information

Project Name: Martin Way Apartments

[illegible]

Form 2B: Square Footage Details

Project Name: Martin Way Apartments

		RESIDENTIAL								NON-RESIDENTIAL		TOTAL
Building #	# of Floors	Low-Income Units	Common Area/ Manager Units	Market Rate Units	Common Area for Residential Services	Other Common Area	Structured Residential Parking	Total Residential Gross Square Footage	# of floors	Gross Square Footage	Total Gross Square Footage	
	Phase 1	5	26,388	612	0	10,201	0	0	37,201	1	8,688	45,889
	0								0		0	
	0								0		0	
	0								0		0	
	0								0		0	
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	0								0		0	
	0								0		0	
Total:		26,388	612	0	10,201	0	0	37,201		8,688	45,889	

Evergreen Sustainable Development Standard v3.0 Checklist

Project Name: Martin Way Apartments

Site Region:

Site Activity:

Design Element: Integrative Process

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

Design Element: Location & Neighborhood Fabric

Criterion #	Criterion Title	Requirement Type/Optional Points	Points
2.1	Site Protection	Mandatory	x
2.2	Connections to Existing Development & Infrastructure	Mandatory	X
2.3	Compact Development	Mandatory	x
2.4	Maximizing Density	0 or 5	5
2.5	Access to Services & Public Transportation	Mandatory, +5	5
2.6	Preservation of & Access to Open Space	Mandatory	x
2.7A	Walkable Neighborhoods-Sidewalks & Pathways	Mandatory	x
2.7B	Walkable neighborhoods - Connections to Surrounding Neighborhood	0,3 or 5 -Tribal Only	3
2.8	Improving Connectivity to the Community	0 or 2	2
2.9	Greyfield, Brownfield or Adaptive Reuse Site	0 or 5	0
2.10	Access to Fresh, Local Foods	0 or 3	3
Section 2 SUBTOTAL			18

Design Element: Site Improvements

Criterion #	Criterion Title	Requirement Type/Optional Points	Points
3.1	Environmental Remediation	Mandatory	x
3.2	Erosion & Sedimentation Control	Mandatory	x
3.3a	Landscaping	Mandatory, if providing Landscaping	x
3.3b	Landscaping	0 or 5	5
3.3c	Landscaping-Significant Trees	up to 5	0
3.4	Efficient Irrigation	Mandatory, if installing irrigation	x
3.5	Surface Water Management	0,2,4 or 6	2
3.6	Storm Drain Labels	Mandatory	x
Section 3 SUBTOTAL			7

Design Element: Water Conservation

Criterion #	Criterion Title	Requirement Type/Optional Points	Points
4.1A	Water-Conserving Fixtures	Mandatory	x
4.1B	Advanced Water-Conserving Fixtures	up to 6, must also achieve 4.4	6
4.2	Water Metering	0 or 2	2
4.3	Water Reuse	0,1,2,4,6,8,10 or 12	0
4.4	Efficient Plumbing Layout & Design	0 or 7	7
Section 4 SUBTOTAL			15

Design Element: Energy Efficiency

Criterion #	Criterion Title	Requirement Type/Optional Points	Points
5.1A	Building Performance Standard - New Construction	Mandatory	x
5.1B	Building Performance Standard - Rehab	n/a	
5.2A	Additional Reduction in Energy Use - New Construction	5 to 25 (5 point increments)	0
5.2B	Additional Reduction in Energy Use - Rehab	n/a	
5.3	Shading for South Facing Windows	0,1,2,3 or 4	0
5.4	EnergyStar Appliances	Mandatory, if providing appliances	x
5.5	Central Laundry	0 or 3	3
5.6	Efficient Lighting	Mandatory	x
5.7A	Electricity Meter - New Construction	Mandatory	x
5.7B	Electricity Meter - Rehab	n/a	
5.8A	Renewable Energy	n/a	
5.8B	Photovoltaic/Solar Hot Water Ready	0 or 1	0
5.8C	Solar Water Heating	n/a	
5.9	Domestic Water Heating	Mandatory	x
5.10	Domestic Water Heating	n/a	
5.11	Performance Tested Building Air Sealing	n/a	
5.12	Performance Tested Duct Sealing	n/a	
5.13	Space Heating & Cooling Equipment Replacement	n/a	
Section 5 SUBTOTAL			3

Design Element: Materials

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

Design Element: Healthy Living Environment

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

Design Element: Operations, Maintenance & Resident Management

Criterion #	Criterion Title	Requirement Type/Optional Points	Points
8.1A	Building Maintenance Manual & Unit Turnover Plan	Mandatory	x
8.1B	O&M Instructions for Maintenance Staff	0 or 7	7
8.2	Emergency Management Plan	Mandatory for Multifamily Projects	x
8.3	Resident Manual & Orientation Example	Mandatory	x
8.4	Project Data Collection	0,3,5 or 8	0
8.5	Educational Signage	Mandatory	x
Section 8 SUBTOTAL			7

Thresholds

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

New Construction projects must achieve 50 points

Rehab - Moderate and **Rehab - Substantial** projects must achieve 40 points

Section 1	3
Section 2	18
Section 3	7
Section 4	15
Section 5	3
Section 6	10
Section 7	8
Section 8	7
Overall Checklist Total	71

Form 3: Populations to be Served

Project Name: Martin Way Apartments

Population Type	Homeless at Entry?	Residency Type	Unit or Bed	Qty.
Chronic Mental Illness	Yes	Permanent Supportive	Units	60

60

Population Type Notes

Form 4: Relocation Budget

Project Name: Martin Way Apartments

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

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

N/A.

Form 5: Project Schedule

Project Name: Martin Way Apartments

Category	Tasks	Date Completed or Expected Complete
Feasibility/Due Diligence	Phase I Environmental Assessment	3/9/2018
Financing	Application for funding (WA HTF Stage 1):	2/1/2019
Financing	Application for funding (Thurston Co. HOME/CHDO):	4/1/2019
Feasibility/Due Diligence	Site survey	6/1/2019
Occupancy	Selection of management entity	6/1/2019
Occupancy	Selection of service providers	6/1/2019
Site Control	Purchase and Sale Agreement / Option	7/1/2019
Feasibility/Due Diligence	Market study	7/1/2019
Financing	Appraisal	7/1/2019
Financing	Construction cost estimate	7/1/2019
Design/Permitting	Preliminary drawings completed	7/1/2019
Site Control	Maximum Extensions	7/1/2019
Site Control	Closing	7/1/2019
Financing	Application for funding (WA HTF Stage 2):	9/1/2019
Financing	Award date for funding source (Thurston Co. HOME/CHDO):	10/1/2019
Financing	Award date for funding source (WA State HTF):	12/1/2019
Construction	Selection of general contractor	1/3/2020
Financing	Lender selection	1/3/2020
Financing	Financial underwriting	1/3/2020
Financing	Application for funding (WSHFC-9% LIHTC):	1/3/2020
Financing	Application for Service funding	1/3/2020
Financing	Award date for funding source (WSHFC-9% LIHTC):	2/1/2020
Design/Permitting	Zoning approval	4/1/2020
Design/Permitting	Site plan approval	4/1/2020
Design/Permitting	Building permit application submitted	4/1/2020
Design/Permitting	Submit Evergreen Project Plan	4/1/2020
Design/Permitting	Final Plans and Specs Completed	4/1/2020
Occupancy	Evergreen Sustainable Development Standard Occupancy Manual Approval	4/1/2020
Feasibility/Due Diligence	SEPA	6/1/2020
Feasibility/Due Diligence	NEPA Clearance	6/1/2020
Feasibility/Due Diligence	Choice Limiting Actions Clearance	6/1/2020
Design/Permitting	Building permits issued	9/1/2020
Financing	Capital Finance Closing	10/1/2020
Construction	Begin Construction	10/1/2020
Financing	Funding for services awarded	10/1/2021
Occupancy	Begin lease-up	10/1/2021
Construction	Issued certificate of occupancy	12/1/2021
Occupancy	Projected First LIHTC Year	12/1/2021
Occupancy	Service Funding Starts	12/1/2021
Occupancy	100% lease-up	2/1/2022
Feasibility/Due Diligence	Capital needs assessment	5/1/2022
Financing	Permanent Financing Conversion	5/1/2022
Occupancy	Placed in service - 1st Building	5/1/2022
Occupancy	Placed in service - Last Building	5/1/2022
Feasibility/Due Diligence	Phase 2 Environmental Assessment	
Feasibility/Due Diligence	Neighborhood notification (if required)	
Feasibility/Due Diligence	Relocation of existing tenants	
Relocation	Planning and budget	
Relocation	Initiation of negotiations	
Relocation	GIN's delivered to tenants	
Relocation	Advisory services to tenants	
Relocation	Notice of Eligibility to tenants	
Relocation	Notice of Non-displacement to tenants	
Relocation	90 day notice to tenants	
Relocation	Tenant move out	

Project Name: Martin Way Apartments			Total Sources		\$	10,283,889	\$	3,000,000	\$	490,586	\$	600,000	\$	597,425	\$	3,000,000	\$	500,000					
			\$		18,471,900	\$	-	\$	-	\$	-	\$	-	\$	-	\$	(0)	\$	0				
Date of Budget			5.6.2019		RESIDENTIAL										NON-RESIDENTIAL								
			% Total Project Cost	Total Project Cost	Residential total	Source: 9% LHTC Equity	Source: State HTF	Source: Thurston Co. HOME/CHDO	Source: City of Olympia	Source: FHLB	Source:	non-residential total	Source: State	Source: City of Olympia									
Acquisition Costs:																							
Land			1%	\$	100,000	\$	100,000	\$	100,000							\$	-						
Existing Structures			0%		\$	-										\$	-						
Liens			0%		\$	-										\$	-						
Closing, Title & Recording Costs			0%	\$	10,000	\$	10,000	\$	10,000							\$	-						
Extension payment			0%		\$	-										\$	-						
Other:			0%		\$	-										\$	-						
SUBTOTAL			1%	\$	110,000	\$	110,000	\$	110,000	\$	-	\$	-	\$	-	\$	-	\$	-				
Construction:																							
Demolition			0%		\$	-										\$	-						
New Building			59%	\$	10,911,087	\$	8,000,000	\$	8,000,000	\$	-	\$	-			\$	2,911,087	\$	2,495,218	\$	415,870		
Rehabilitation			0%		\$	-										\$	-						
Contractor Profit			0%		\$	-										\$	-						
Contractor Overhead			0%		\$	-										\$	-						
New Construction Contingency			10%	6%	\$	1,091,109	\$	800,000	\$	800,000	\$	-	\$	-		\$	291,109	\$	249,522	\$	41,587		
Rehab Contingency			0%		\$	-										\$	-						
Accessory Building			0%		\$	-										\$	-						
Site Work / Infrastructure			0%		\$	-										\$	-						
Off site Infrastructure			0%		\$	-										\$	-						
Environmental Abatement - Building			0%		\$	-										\$	-						
Environmental Abatement - Land			0%		\$	-										\$	-						
Sales Tax			9.3%	6%	\$	1,116,204	\$	818,400	\$	818,400	\$	-	\$	-		\$	297,804	\$	255,261	\$	42,543		
Bond Premium			0%		\$	-										\$	-						
Equipment and Furnishings			1%	\$	250,000	\$	250,000	\$	16,800				\$	233,200		\$	-						
Other:			0%		\$	-										\$	-						
SUBTOTAL			72%	\$	13,368,400	\$	9,868,400	\$	9,635,200	\$	-	\$	-	\$	-	\$	233,200	\$	3,500,000	\$	3,000,000	\$	500,000
Soft Costs:																							
Buyer's Appraisal			0%	\$	15,000	\$	15,000						\$	15,000		\$	-						
Market Study			0%	\$	15,000	\$	15,000						\$	15,000		\$	-						
Architect			2%	\$	400,000	\$	400,000			\$	379,275		\$	20,725		\$	-						
Engineering			1%	\$	250,000	\$	250,000						\$	250,000		\$	-						
Environmental Assessment			0%		\$	-										\$	-						
Geotechnical Study			0%	\$	20,000	\$	20,000						\$	20,000		\$	-						
Boundary & Topographic Survey			0%	\$	10,000	\$	10,000						\$	10,000		\$	-						
Legal - Real Estate			0%	\$	35,000	\$	35,000		\$	1,500			\$	33,500		\$	-						
Developer Fee			7%	\$	1,250,000	\$	1,250,000		\$	538,689		\$	111,311	\$	600,000		\$	-					
Project Management / Dev																							

Form 6B: Development Budget Details

Project Name: Martin Way Apartments

R E S I D E N T I A L	
Residential Total	Explanation (Be as specific as possible and include any deviations from the cost estimate)

Acquisition Costs:

Land	\$ 100,000.00	Based on early negotiations with the City of Olympia
Existing Structures	\$ -	
Liens	\$ -	
Closing, Title & Recording Costs	\$ 10,000.00	Based on previous experience
Extension payment	\$ -	
Other	\$ -	

Construction:

Demolition	\$ -	
New Building	\$ 8,000,000.00	Based on previous experience
Rehabilitation	\$ -	
Contractor Profit	\$ -	
Contractor Overhead	\$ -	
New Construction Contingency	\$ 800,000.00	5% of construction cost
Rehab Contingency	\$ -	
Accessory Building	\$ -	
Site Work / Infrastructure	\$ -	
Off site Infrastructure	\$ -	
Environmental Abatement - Building	\$ -	
Environmental Abatement - Land	\$ -	
Sales Tax	\$ 818,400.00	9.3% of construction cost and contingency amount
Bond Premium	\$ -	
Equipment and Furnishings	\$ 250,000.00	Based on previous experience
Other Construction Costs	\$ -	

Soft Costs:

Buyer's Appraisal	\$ 15,000.00	Based on previous experience
Market Study	\$ 15,000.00	Based on previous experience
Architect	\$ 400,000.00	Based on proposal from Encore Architects PLLC
Engineering	\$ 250,000.00	Based on previous experience
Environmental Assessment	\$ -	
Geotechnical Study	\$ 20,000.00	Based on previous experience
Boundary & Topographic Survey	\$ 10,000.00	Based on previous experience
Legal - Real Estate	\$ 35,000.00	Based on previous experience
Developer Fee	\$ 1,250,000.00	Based on WSHFC Developer Fee limit and previous experience
Project Management / Dev. Consultant Fees	\$ -	
Other Consultants	\$ 60,000.00	Based on previous experience
Soft Cost Contingency	\$ -	
Other	\$ 15,000.00	Based on previous experience

Pre-Development / Bridge Financing

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

Form 6B: Development Budget Details

Project Name: Martin Way Apartments

R E S I D E N T I A L	
Residential Total	Explanation (Be as specific as possible and include any deviations from the cost estimate)

Construction Financing

Construction Loan Fees	\$ 50,000.00	Based on previous experience
Construction Loan Expenses	\$ 100,000.00	Based on previous experience
Construction Loan Legal	\$ 30,000.00	Based on previous experience
Construction Period Interest	\$ 350,000.00	Based on previous experience
Lease-up Period Interest	\$ 450,000.00	Based on previous experience

Permanent Financing

Permanent Loan Fees	\$ -	
Permanent Loan Expenses	\$ -	
Permanent Loan Legal	\$ -	
LIHTC Fees	\$ 100,000.00	Based on previous experience
LIHTC Legal	\$ 60,000.00	Based on previous experience
LIHTC Owners Title Policy	\$ 40,000.00	Based on previous experience
State HTF Fees	\$ 75,000.00	Based on previous experience
Other	\$ 75,000.00	Based on previous experience

Capitalized Reserves

Operating Reserves	\$ 700,000.00	Based on previous experience
Replacement Reserves	\$ 175,000.00	Based on previous experience
Other Reserves	\$ -	

Other Development Costs

Real Estate Tax	\$ 12,500.00	Based on previous experience
Insurance	\$ 75,000.00	Based on previous experience
Relocation	\$ -	
Bidding Costs	\$ 1,000.00	Based on previous experience
Permits, Fees & Hookups	\$ 500,000.00	Based on previous experience
Impact/Mitigation Fees	\$ -	
Development Period Utilities	\$ 5,000.00	Based on previous experience
Nonprofit Donation	\$ 25,000.00	Based on requirement
Accounting/Audit	\$ 20,000.00	Based on previous experience
Marketing/Leasing Expenses	\$ 5,000.00	Based on previous experience
Carrying Costs at Rent up/ Lease Up Reserve	\$ 75,000.00	Based on previous experience

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

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

Form 6C: LIHTC Budget (Basis Calculation)

Project Name: Martin Way Apartments

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

Acquisition Costs:

Land	\$ 100,000		
Existing Structures	\$ -		
Liens	\$ -		
Closing, Title & Recording Costs	\$ 10,000		
Extension payment	\$ -		
Other: <input type="text"/>	\$ -		
SUBTOTAL	\$ 110,000	\$ -	\$ -

Construction:

Demolition	\$ -		\$ -
New Building	\$ 8,000,000		\$ 8,000,000
Rehabilitation	\$ -		\$ -
Contractor Profit	\$ -		\$ -
Contractor Overhead	\$ -		\$ -
New Construction Contingency	\$ 800,000		\$ 800,000
Rehab Contingency	\$ -		\$ -
Accessory Building	\$ -		\$ -
Site Work / Infrastructure	\$ -		\$ -
Off site Infrastructure	\$ -		
Environmental Abatement (Building)	\$ -		\$ -
Environmental Abatement (Land)	\$ -		\$ -
Sales Tax	\$ 818,400		\$ 818,400
Bond Premium	\$ -		\$ -
Equipment and Furnishings	\$ 250,000		\$ 250,000
Other: <input type="text"/>	\$ -		\$ -
SUBTOTAL	\$ 9,868,400	\$ -	\$ 9,868,400

Soft Costs:

Buyer's Appraisal	\$ 15,000		
Market Study	\$ 15,000		\$ 15,000
Architect	\$ 400,000		\$ 400,000
Engineering	\$ 250,000		\$ 250,000
Environmental Assessment	\$ -		\$ -
Geotechnical Study	\$ 20,000		\$ 20,000
Boundary & Topographic Survey	\$ 10,000		\$ 10,000
Legal - Real Estate	\$ 35,000		\$ 35,000
Developer Fee	\$ 1,250,000		\$ 1,250,000
Project Management / Dev Consultant Fees	\$ -		\$ -
Other Consultants	\$ 60,000		\$ 60,000
Soft Cost Contingency	\$ -		\$ -
Other: <input type="text"/>	\$ 15,000		\$ 15,000
SUBTOTAL	\$ 2,070,000	\$ -	\$ 2,055,000

Form 6C: LIHTC Budget (Basis Calculation)

Project Name: Martin Way Apartments

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

Pre-Development / Bridge Financing

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

Construction Financing

Construction Loan Fees	\$ 50,000		\$ 50,000
Construction Loan Expenses	\$ 100,000		\$ 100,000
Construction Loan Legal	\$ 30,000		\$ 30,000
Construction Period Interest	\$ 350,000		\$ 350,000
Lease-up Period Interest	\$ 450,000		
SUBTOTAL	\$ 980,000	\$ -	\$ 530,000

Permanent Financing

Permanent Loan Fees	\$ -		
Permanent Loan Expenses	\$ -		
Permanent Loan Legal	\$ -		
LIHTC Fees	\$ 100,000		
LIHTC Legal	\$ 60,000		
LIHTC Owners Title Policy	\$ 40,000		
State HTF Fees	\$ 75,000		
Other: Other Financing Fees	\$ 75,000		
SUBTOTAL	\$ 350,000	\$ -	\$ -

Capitalized Reserves

Operating Reserves	\$ 700,000		
Replacement Reserves	\$ 175,000		
Other:	\$ -		
SUBTOTAL	\$ 875,000	\$ -	\$ -

Other Development Costs

Real Estate Tax	\$ 12,500		\$ 12,500
Insurance	\$ 75,000		\$ 75,000
Relocation	\$ -		\$ -
Bidding Costs	\$ 1,000		\$ 1,000
Permits, Fees & Hookups	\$ 500,000		\$ 500,000
Impact/Mitigation Fees	\$ -		\$ -
Development Period Utilities	\$ 5,000		\$ 5,000
Nonprofit Donation	\$ 25,000		
Accounting/Audit	\$ 20,000		\$ 20,000
Marketing/Leasing Expenses	\$ 5,000		
Carrying Costs at Rent up/ Lease Up Reserve	\$ 75,000		
SUBTOTAL	\$ 718,500	\$ -	\$ 613,500

Form 6C: LIHTC Budget (Basis Calculation)

Project Name: Martin Way Apartments

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

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

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

TOTALS:	\$ 14,971,900	\$ -	\$ 13,066,900
----------------	---------------	------	---------------

Italicized items are considered Intermediary Costs or Capitalized Reserves and may not be included in Eligible Basis or in the Total Project Costs for the purposes of calculating the Maximum Developer Fees.

Form 6D: LIHTC Calculation (updated for 2018)

Project Name: Martin Way Apartments

130% Eligible Basis "Boost"

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

No

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

Eligible Basis Credit Calculation

Total Eligible Basis	\$ -	\$ 13,066,900
Less Federal Grants and/or below-market Federal Loans		
Less non-qualified, non-recourse financing		
Less costs of non-qualifying Units of higher quality or excess costs of non-qualifying Units		
Less Historic Rehabilitation Tax Credit (Residential Portion only)		
Adjusted Eligible Basis	\$ -	\$ 13,066,900

Adjusted Eligible Basis	\$ -	\$ 13,066,900
* DDA, QCT, Rural Area or Commission Approved Adjustment (100% or 130%)		100%
* Applicable Fraction (lesser of Project's Unit Fraction or Floor Space Fraction)		100%
Qualified Basis		\$ 13,066,900

Qualified Basis	\$ -	\$ 13,066,900
* Applicable Tax Credit Percentage		9.00%
Maximum Annual Credit Amount based on Qualified Basis	\$ -	\$ 1,176,021

Total Maximum Annual Credit Amount based on Qualified Basis (Acquisition and Rehab/NC Credit) **\$ 1,176,021**

Equity Gap Calculation

Total Residential Project Costs (from Form 6A)	\$ 14,971,900
Less Total Residential Sources less LIHTC Equity (from Form 7A)	
Equity Gap	\$ 14,971,900
Equity Gap	\$ 14,971,900
Divided by Tax Credit Factor (based on projected market pricing)	\$ 0.92
Divided by 10 Years	10
Maximum Annual Credit Amount based on Equity Gap	\$ 1,627,380

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

No

Maximum Credit per Low-Income Housing Unit Calculation

Number of Low Income Housing Units	59
* 2017 Maximum Annual Credit Per Low-Income Unit Limit	\$ 18,946
Maximum Annual Credit Per Low-Income Housing Unit	\$ 1,117,814

Maximum Annual Credit Requested **\$ 1,117,814**

Expected LIHTC Equity **\$ 10,283,889**

Form 6E Fee Schedule

Project Name: Martin Way Apartments

Fee	Qty	Unit Price	Total	Comments
Pre-entitlement				
Department Reviews			\$ -	
			\$ -	
Entitlement				
Site Plan			\$ -	
Transportation/Engrg			\$ -	
Geologic/Hazard			\$ -	
SEPA			\$ -	
Tree Removal			\$ -	
Clear and Grade			-	
Other			-	
Site Inspections			-	
			\$ -	
Building Permit				
Building			\$ -	
Mechanical			\$ -	
Plumbing			\$ -	
Fire - Technical			\$ -	
Fire - Alarm			\$ -	
Fire - Sprinkler			\$ -	
Electric			\$ -	
Inspection			\$ -	
SUBTOTAL			\$ -	
Hook Ups				
Sewer and Side Sewer			\$ -	
Water Meter Charge			\$ -	
Capital Facilities Charge				
Wastewater			\$ -	
Water District			\$ -	
SUBTOTAL			\$ -	
Impact Fees				
Fire			\$ -	
Parks			\$ -	
Transportation/Engrg			\$ -	
Schools			\$ -	
SUBTOTAL			\$ -	
Other				
			\$ -	
SUBTOTAL			\$ -	
TOTAL			\$ -	WARNING: Does not match Form 6A

Form 7A: Financing Sources

Project Name: Martin Way Apartments

Bridge Financing

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

Total Bridge Financing

\$ -

Permanent Financing - Residential

Residential Source Name	Residential Source Type	Proposed Amount	Committed Amount	Public / Private	Application Date	(Projected) Award Date	Grant/ Loan	Funding Type	Debt Type	Interest Rate	Loan Term	Amortization Period	Repayment Structure
State HTF	State - Housing Trust Fund	\$ 3,000,000.00	\$ -	Public	Feb-19	Dec-19	Loan	Deferred	Soft	1%	50	50	Deferred
Thurston Co. HOME/CHDO	County	\$ 118,000.00	\$ 372,586.00	Public	Apr-19	Oct-19	Loan	Deferred	Soft	1%	50	50	Deferred
City of Olympia Home	City	\$ 600,000.00	\$ -	Public	May-19	Jun-19	Loan	Deferred	Soft	1%	50	50	Deferred
FHLB Des Moines	Other	\$ 597,425.00	\$ -	Private	May-19	Dec-19	Loan	Deferred	Soft	1%	50	50	Deferred
		\$ -	\$ -										
		\$ -	\$ -										
Subtotal		\$ 4,315,425.00	\$ 372,586.00										

Residential Sources (excluding LIHTC Equity)

\$ 4,688,011.00

Expected LIHTC Equity (Form 6D)

\$ 10,283,888.80

Total Residential Sources

\$ 14,971,899.80

Permanent Financing - Non-Residential

Non Residential Source Name	Non Residential Source Type	Proposed Amount	Committed Amount	Public / Private	Application Date	(Projected) Award Date	Grant/ Loan	Funding Type	Debt Type	Interest Rate	Loan Term	Amortization Period	Repayment Structure
State - Earmark	State	\$ -	\$ 3,000,000.00	Public	N/A	Dec-19	Grant	Lump-Sum	Soft	N/A	N/A	N/A	N/A
City of Olympia Home	City	\$ 500,000.00		Public	N/A	Dec-19	Grant	Lump-Sum	Soft	N/A	N/A	N/A	N/A
Subtotal		\$ 500,000.00	\$ 3,000,000.00										

Total Non Residential Sources

\$ 3,500,000.00

Total Capital Sources

\$ 18,471,899.80

Form 7B: Estimate of Cash Flow During Development

Project Name: Martin Way Apartments

Date:

Sources and Amounts of Revenue

	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Totals
	Oct-18	Jan-19	Apr-19	Jul-19	Oct-19	Jan-20	Apr-20	Jul-20	Oct-20	Jan-21	Apr-21	Jul-21	Oct-21	Jan-22	Apr-22	Jul-22		
Bridge Financing																		
Rental/Other Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enter on Form 7A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enter on Form 7A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enter on Form 7A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Permanent Financing

Tax Credit Equity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State HTF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Thurston Co. HOME/CHDO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Olympia Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FHLB Des Moines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enter on Form 7A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enter on Form 7A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State - Earmark	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Olympia Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue By Quarter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Expenses

Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Soft Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pre Dev/Bridge Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Permanent Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capitalized Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Development Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Related Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost By Quarter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUE less EXPENSES:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Notes on Cash Flow:

Form 8B: Operating, Service and Rent Subsidy Sources

Project Name: Martin Way Apartments

ANNUAL RENT SUBSIDY SOURCES (Do Not Include Operating or Service Funding Sources Here. Do not include PHA/HUD/USDA rental subsidy))

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

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

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

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

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

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

- Enter the title of every paid staff person working on this project, including those paid by sub-contracted and partner agencies. Include administrative and supervisory positions. Titles must correspond to job descriptions included with your application.
- If you propose to use project Cash Flow to subsidize operations and/or services, please indicate the amount of operating revenue used to cover service expenses in the Cash Flow column (viz., column N) as relevant.

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

Project Name: Martin Way Apartments

Operating Personnel Expenses for First Year of Project									
Job Title	On Site or Off Site?	Name of agency that employs this person	Full-time Annual Salary of an FTE in this position.	% of time this person will work on this project	Total cost for this person on this project	Benefit Fund Type	Benefit Percent	Benefit Amount	Total Project Cost for this person
Area Manager	On Site	LIHI	\$ 65,000	10%	\$ 6,500	Percent	22%	\$ 1,430	\$ 7,930
Program Coordinator	On Site	LIHI	\$ 46,000	100%	\$ 46,000	Percent	28%	\$ 12,880	\$ 58,880
Maintenance Person/Custodian	On Site	LIHI	\$ 34,000	100%	\$ 34,000	Percent	35%	\$ 11,900	\$ 45,900
Relief Staff	On Site	LIHI	\$ 10,000	100%	\$ 10,000	Percent	0%	\$ -	\$ 10,000
			\$ -	0%	\$ -		0%	\$ -	\$ -
			\$ -	0%	\$ -		0%	\$ -	\$ -
			\$ -	0%	\$ -		0%	\$ -	\$ -
			\$ -	0%	\$ -		0%	\$ -	\$ -
			\$ -	0%	\$ -		0%	\$ -	\$ -
			\$ -	0%	\$ -		0%	\$ -	\$ -
								Subtotal: Onsite	\$ 122,710
								Subtotal: Off Site	\$ -
Total Operating Personnel Expenses									\$ 122,710

WARNING - Costs Exceed Listed Funding

Operating Sources				
Project Cash Flow	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -

Service Personnel Expenses for First Year of Project									
Staff Title*		Name of agency that employs this person	Full-time Annual Salary of an FTE in this position.	% of time this person will work on this project	Total cost for this person on this project	Benefit Fund Type	Benefit Percent	Benefit Amount	Total Project Cost for this person
Supervisor - Case Manager		Interfaith Works	\$ 60,000	10%	\$ 6,000	Percent	35%	\$ 2,100	\$ 8,100
Case Manager		Interfaith Works	\$ 40,000	100%	\$ 40,000	Percent	35%	\$ 14,000	\$ 54,000
Case Manager		Interfaith Works	\$ 40,000	50%	\$ 20,000	Percent	35%	\$ 7,000	\$ 27,000
			\$ -	0%	\$ -			\$ -	\$ -
			\$ -	0%	\$ -			\$ -	\$ -
			\$ -	0%	\$ -			\$ -	\$ -
			\$ -	0%	\$ -			\$ -	\$ -
			\$ -	0%	\$ -			\$ -	\$ -
			\$ -	0%	\$ -			\$ -	\$ -
			\$ -	0%	\$ -			\$ -	\$ -
Total Service Personnel Expenses									\$ 89,100

Service Sources				
Project Cash Flow	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -

Non-Personnel Service Expenses for First Year of Project		
	Client Assistance Costs	\$ 5,430
	Local Travel/Mileage	\$ 5,100
	Equipment	\$ 3,000
	Supplies	\$ 6,920
	Telecommunications/Computers	\$ 4,100
	Printing/Duplication	\$ 1,080
Other:	Training	\$ 1,700
Other:	Insurance, Licensing, Professional Fees	\$ 2,000
Other:		
	Project Administrative Costs	\$ 7,562
Total Service Non-Personnel Expenses		\$ 36,892

WARNING - non-personnel Costs Exceed Listed Funding

Project Cash Flow	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B	Enter Source Name on Form 8B
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -

Notes

Form 8D: Operating Pro Forma (Page 2)

Project Name: Martin Way Apartments

Pro Forma Date 5.3.2019

Operating Expenses-		Expenses Per Unit (Y1)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Escalator		3.0%	\$ 122,710	\$ 126,391	\$ 130,183	\$ 134,089	\$ 138,111	\$ 142,255	\$ 146,522	\$ 150,918	\$ 155,445	\$ 160,109	\$ 164,912	\$ 169,859	\$ 174,955	\$ 180,204	\$ 185,610
Management - On-site		8% of EGI	\$ 612.97	\$ 36,778	\$ 37,698	\$ 38,640	\$ 39,606	\$ 41,611	\$ 42,651	\$ 43,718	\$ 44,811	\$ 45,931	\$ 47,079	\$ 48,256	\$ 49,463	\$ 50,699	\$ 51,967
Management - Off-site		3.0%	\$ 156.25	\$ 7,500	\$ 7,725	\$ 7,957	\$ 8,195	\$ 8,441	\$ 8,695	\$ 8,924	\$ 9,151	\$ 9,382	\$ 9,619	\$ 9,855	\$ 10,093	\$ 10,344	\$ 11,344
Accounting		3.0%	\$ 41.67	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	\$ 2,319	\$ 2,388	\$ 2,460	\$ 2,534	\$ 2,610	\$ 2,688	\$ 2,768	\$ 2,852	\$ 2,937
Legal Services		3.0%	\$ 364.58	\$ 17,500	\$ 18,025	\$ 18,566	\$ 19,123	\$ 19,696	\$ 20,287	\$ 20,896	\$ 21,523	\$ 22,168	\$ 22,834	\$ 23,519	\$ 24,224	\$ 24,951	\$ 25,699
Insurance		3.0%	\$ 83.33	\$ 4,000	\$ 4,120	\$ 4,244	\$ 4,371	\$ 4,502	\$ 4,637	\$ 4,776	\$ 4,919	\$ 5,067	\$ 5,219	\$ 5,376	\$ 5,537	\$ 5,703	\$ 5,874
Real Estate Taxes		3.0%	\$ 10.42	\$ 500	\$ 515	\$ 530	\$ 546	\$ 563	\$ 580	\$ 597	\$ 615	\$ 633	\$ 652	\$ 672	\$ 692	\$ 713	\$ 734
Marketing		3.0%	\$ 104.17	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	\$ 6,334	\$ 6,524	\$ 6,720	\$ 6,921	\$ 7,129	\$ 7,343
Security		3.0%	\$ 229.17	\$ 11,000	\$ 11,330	\$ 11,670	\$ 12,020	\$ 12,381	\$ 12,752	\$ 13,135	\$ 13,529	\$ 13,934	\$ 14,353	\$ 14,783	\$ 15,227	\$ 15,683	\$ 16,154
Maintenance and Janitorial		3.0%	\$ 229.17	\$ 11,000	\$ 11,330	\$ 11,670	\$ 12,020	\$ 12,381	\$ 12,752	\$ 13,135	\$ 13,529	\$ 13,934	\$ 14,353	\$ 14,783	\$ 15,227	\$ 15,683	\$ 16,154
Decorating/Turnover		3.0%	\$ 166.67	\$ 8,000	\$ 8,240	\$ 8,487	\$ 8,742	\$ 9,004	\$ 9,274	\$ 9,552	\$ 9,839	\$ 10,134	\$ 10,438	\$ 10,751	\$ 11,074	\$ 11,406	\$ 11,748
Contract Repairs		3.0%	\$ 41.67	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	\$ 2,319	\$ 2,388	\$ 2,460	\$ 2,534	\$ 2,610	\$ 2,688	\$ 2,768	\$ 2,852	\$ 2,937
Landscaping		3.0%	\$ 52.08	\$ 2,500	\$ 2,575	\$ 2,652	\$ 2,732	\$ 2,814	\$ 2,898	\$ 2,985	\$ 3,075	\$ 3,167	\$ 3,262	\$ 3,360	\$ 3,461	\$ 3,564	\$ 3,671
Pest Control		3.0%	\$ 187.50	\$ 9,000	\$ 9,270	\$ 9,548	\$ 9,835	\$ 10,130	\$ 10,433	\$ 10,746	\$ 11,069	\$ 11,401	\$ 11,743	\$ 12,095	\$ 12,458	\$ 12,832	\$ 13,217
Fire Safety		3.0%	\$ 166.67	\$ 8,000	\$ 8,240	\$ 8,487	\$ 8,742	\$ 9,004	\$ 9,274	\$ 9,552	\$ 9,839	\$ 10,134	\$ 10,438	\$ 10,751	\$ 11,074	\$ 11,406	\$ 11,748
Elevator		3.0%	\$ 520.83	\$ 25,000	\$ 25,750	\$ 26,523	\$ 27,318	\$ 28,138	\$ 28,982	\$ 29,851	\$ 30,747	\$ 31,669	\$ 32,619	\$ 33,598	\$ 34,606	\$ 35,644	\$ 36,713
Water & Sewer		3.0%	\$ 104.17	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	\$ 6,334	\$ 6,524	\$ 6,720	\$ 6,921	\$ 7,129	\$ 7,343
Garbage Removal		3.0%	\$ 260.42	\$ 12,500	\$ 12,875	\$ 13,261	\$ 13,659	\$ 14,069	\$ 14,491	\$ 14,926	\$ 15,373	\$ 15,835	\$ 16,310	\$ 16,799	\$ 17,303	\$ 17,822	\$ 18,357
Electric		3.0%	\$ 20.83	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159	\$ 1,194	\$ 1,230	\$ 1,267	\$ 1,305	\$ 1,344	\$ 1,384	\$ 1,426	\$ 1,469
Oil/Gas/Other		3.0%	\$ 145.83	\$ 7,000	\$ 7,210	\$ 7,426	\$ 7,649	\$ 7,879	\$ 8,115	\$ 8,358	\$ 8,609	\$ 8,867	\$ 9,133	\$ 9,407	\$ 9,690	\$ 9,980	\$ 10,280
Telephone		3.0%	\$ 250.00	\$ 12,000	\$ 11,000	\$ 9,000	\$ 7,000	\$ 5,000	\$ 3,000								
Other-Client Assistance		3.0%	\$ 309,988	\$ 317,744	\$ 324,758	\$ 332,037	\$ 339,590	\$ 347,425	\$ 354,550	\$ 364,973	\$ 375,704	\$ 386,751	\$ 398,124	\$ 409,832	\$ 421,886	\$ 434,295	\$ 447,070
Total Residential Operating Expenses		Escalator															
Replacement Reserve		3.5%	\$ 350.00	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000
Operating Reserve-Yr 9-15		3.5%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Reserves			\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 18,000	\$ 15,000	\$ 12,000	\$ 9,000	\$ 5,500	\$ 2,000	\$ (23,000)
Service Expenses		3.5%	\$ 125,992	\$ 130,402	\$ 134,966	\$ 139,690	\$ 144,579	\$ 149,639	\$ 154,877	\$ 160,298	\$ 165,908	\$ 171,715	\$ 177,725	\$ 183,945	\$ 190,383	\$ 197,047	\$ 203,943
Non-Residential Expenses		0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROJECT EXPENSES			\$ 456,981	\$ 469,146	\$ 480,724	\$ 492,727	\$ 505,170	\$ 518,065	\$ 530,427	\$ 546,271	\$ 559,612	\$ 573,465	\$ 587,848	\$ 602,777	\$ 617,769	\$ 633,441	\$ 649,013
NET OPERATING INCOME (EGI - Total Expenses)			\$ 2,747	\$ 2,075	\$ 2,278	\$ 2,349	\$ 2,284	\$ 2,075	\$ 2,717	\$ 201	\$ 522	\$ 672	\$ 642	\$ 426	\$ 514	\$ 398	\$ 570

Form 8E: Operating Pro Forma Details

Project Name: Martin Way Apartments

Vacancy Rates and Inflation Factors

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

Estimated 5% residential vacancy rate and 2% inflation rate are based on data from similar projects.

Operating Expense Estimates

Operating Expenses-

Management - On-site	Per unit cost based on similar project.
Management - Off-site	Per unit cost based on similar project.
Accounting	Per unit cost based on similar project.
Legal Services	Per unit cost based on similar project.
Insurance	Per unit cost based on similar project.
Real Estate Taxes	Per unit cost based on similar project.
Marketing	Per unit cost based on similar project.
Security	Per unit cost based on similar project.
Maintenance and janitorial	Per unit cost based on similar project.
Decorating/Turnover	Per unit cost based on similar project.
Contract Repairs	Per unit cost based on similar project.
Landscaping	Per unit cost based on similar project.
Pest Control	Per unit cost based on similar project.
Fire Safety	Per unit cost based on similar project.
Elevator	Per unit cost based on similar project.
Water & Sewer	Per unit cost based on similar project.
Garbage Removal	Per unit cost based on similar project.
Electric	Per unit cost based on similar project.
Oil/Gas/Other	Per unit cost based on similar project.
Telephone	Per unit cost based on similar project.
Other (identify and include cost estimate for each)	Cost listed on Form 8E. Please provide detail here. (Overwrite this text with your answer)

Reserves-

Replacement Reserve	Per unit cost based on similar project.
Operating Reserve	Per unit cost based on similar project.

Form 9A: Project Team

Project Name: Martin Way Apartments

Project Sponsor / Developer

Firm Name: Low Income Housing Institute (LIHI)
Address: 2407 1st Ave.
City: Seattle State: WA Zip Code: 98121
Federal Tax ID #: 94-3155150
Unified Business Identifier: 601 341 835

Executive

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

Development Consultant

Firm Name: Enter Firm Name on Form 1A, if applicable
Contact Person and Title: Enter Contact Name on Form 1A
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: Enter Phone Number on Form 1A Fax: _____
Email: Enter Email on Form 1A

Architect

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

Project Attorney

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

Market Study Firm

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

Form 9A: Project Team (Page 2)

Project Name: Martin Way Apartments

Property Management Firm

Firm Name: Low Income Housing Institute (LIHI)
Contact Person and Title: Lynne Behar, Chief Financial Officer
Address: 2407 1st Ave.
City: Seattle State: WA Zip Code: 98121
Phone: 206-957-8023 Email: lynneb@lihi.org

General Contractor

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

Evergreen Coordinator

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

Property Seller/Lessor

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

Form 9B: Identity of Interest Matrix

Project Name: Martin Way Apartments

[illegible]

Explanation of identified Identities of Interest:

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

Form 9C: Project Sponsor Experience

Project Name: Martin Way Apartments

Sponsor History

Projects Completed	Project Type	Activity Type	Role (owner, developer, etc.)	City and State	# Units	Date Development Activities Began	On Time, On Budget?	Placed in Service Date	Type of Financing (HTF, HUD, etc.)
June Leonard Place	MF	NC	Dev/Owner	Renton, WA	48	2/2017	Yes, Yes	04/2019	County, 9%
The Tony Lee	MF	NC	Dev/Owner	Seattle, WA	70	6/2016	Yes, Yes	09/2018	City, 4%
Billy Frank Jr. Place	MF	NC	Dev/Owner	Olympia, WA	43	3/2016	No, Yes	06/2017	State, 9%
Abbey Lincoln Court	MF	NC	Dev/Owner	Seattle, WA	68	8/2015	Yes, Yes	10/2016	City, 4%
Meadowdale Apartments	MF	R	Dev/Owner	Lynnwood, WA	108	7/2015	Yes, Yes	09/2016	501c3 Bonds
The Marion West	MF	NC	Dev/Owner	Seattle, WA	49	5/2015	Yes, Yes	06/2016	City, County, State, 9%
August Wilson Place	MF	NC	Dev/Owner	Bellevue, WA	57	1/2014	Yes, Yes	04/2015	County, Arch, 9%
Cheryl Chow Court	MF	NC	Dev/Owner	Seattle, WA	51	11/2013	Yes, No	01/2015	HUD 202, City, 4%
Ernestine Anderson Place	MF	NC	Dev/Owner	Seattle, WA	61	10/2011	Yes, Yes	01/2013	City, County, 9%

Sponsor Pipeline

Projects Currently Being Developed	Project Type	Activity Type	Role (owner, developer, etc.)	City and State	# Units	Project Status	On Time, On Budget?	Projected PIS Date	Type of Financing (HTF, HUD, etc.)
Little Saigon Housing	MF	NC	Dev/Owner	Seattle, WA	69	Under Construction	Yes, Yes	2020	City, 4%
Pioneer Way Apartments	MF	NC	Dev/Owner	Oak Harbor, WA	50	Predevelopment	Yes, Yes	2020	State, 9%
Martin Way	MF	NC	Dev/Owner	Olympia, WA	60	Predevelopment	Yes, Yes	2022	State, 9%
Othello MLK	MF	NC	Dev/Owner	Seattle, WA	190	Predevelopment	Yes, Yes	2023	City, 4/9%

Form 9D: Project Development Consultant Experience

Project Name: Martin Way Apartments

Development Consultant History

Developer Consultant Name: Enter Development Consultant Firm Name on Form 1A

[illegible]

Development Consultant Pipeline

[illegible]

Form 9E: Project Property Management Firm Experience

Project Name: Martin Way Apartments

Management Company:

Low Income Housing Institute (LIHI)

Projects	City and State	# Units	Population Served	Effective Date of Management Contract	End Date	Type of Financing
June Leonard Place	Renton, WA	48	Homeless, Veterans	4/2019	Open	9%, County
The Tony Lee	Seattle, WA	70	Workforce	9/2018	Open	4%, City
Billy Frank Jr. Place	Olympia, WA	43	Homeless, Disabled	6/2017	Open	9%, State
Abbey Lincoln Court	Seattle, WA	68	Workforce, RR Vouchers & Tenant Vouchers	10/2016	Open	4%, City
Meadowdale Apartments	Lynnwood, WA	108	Homeless, Mixed Income	9/2016	Open	501c3 bonds
The Marion West	Seattle, WA	49	Homeless, Workforce	6/2016	Open	9%, City
August Wilson Place	Bellevue, WA	57	Mixed Income, Homeless	4/2015	Open	9%, County
Cheryl Chow Court	Seattle, WA	51	Senior, Homeless, Disabled	1/2015	Open	4%, HUD 202
Ernestine Anderson Place	Seattle, WA	61	Senior, Homeless, Disabled	1/2013	Open	9%, City
Meadowbrook View	Seattle, WA	108	Homeless Families, Mixed Income	2002	Open	9%, City
Julie Apartments	Seattle, WA	47	Homeless, Singles & Couples	2001	Open	9%, City
The Lakeview	Seattle, WA	59	Homeless, Families, Singles	2000	Open	9%, City

Form 11A: 9% LIHTC Allocation Scoring[2018 9% LIHTC Policies](#)**Instructions:**

Complete the Scoring Worksheet below by indicating the number of points in the green boxes and entering additional details where indicated. Please refer to Chapter 6 of the *9% Competitive Housing Tax Credit Policies - 2018* for definitions and specific details on each allocation criterion.

By making a selection, the Project Owner agrees that, if it receives an Allocation of Credit, it will comply with all of the requirements related to the selected Allocation Criteria as set forth in the Policies. The Project Owner is responsible for demonstrating that the Project qualifies for all selected Allocation Criteria and ensuring that all required attachments are submitted.

**POINTS
SELECTED**
1 ADDITIONAL LOW-INCOME HOUSING SET-ASIDES**60**

The Applicant commits the Project to serve the following combination of Income Set-Asides:

Lower Income County:	Select Lower Income County
Set-Aside Combination:	None
Higher Income County:	Select Higher Income County
Set-Aside Combination:	Option 2: 50% @ 30% AMI, 50% @ 50% AMI (60 Points)

Calculation of Units - Please fill in green fields

Low-Income Units		Income Target		Set-Aside Units
100%	@	30% AMI	=	59
0%	@	40% AMI	=	0
0%	@	50% AMI	=	0
0%	@	60% AMI	=	0
				59
Total Low-Income Housing Units				

2 ADDITIONAL LOW-INCOME HOUSING USE PERIOD**44**

2 points will be awarded for every year of the Additional Low-Income Housing Use Period up to 22 years.

• 22 years - 44 points

3 HOUSING COMMITMENTS FOR PRIORITY POPULATIONS**35**

Indicate the Priority Population set-aside(s) below. If you select Category A or B, you may not select anything under Category C.

Category A. Supportive Housing for the Homeless (35 points)

75% of Total Housing Units as Supportive Housing for the Homeless - 35 Points

75% of units set aside for Homeless =	59 units
50% of units set aside for Homeless (Non-Metro only) =	0 units

Category B. 75% Farmworker Housing (35 points)

No Points Taken

75% of units set aside for Farmworkers (Metro and Non-Metro only) =	0 units
---	---------

Category C. Housing Commitments for other Priority Populations (Up to Two - 10 points each)

No Points Taken

No Points Taken

20% of units set aside for Farmworkers =	0 units
20% of units set aside for Large Households =	0 units
20% of units set aside for Persons with Disabilities =	0 units
20% of units set aside for Permanent Housing for Homeless =	0 units
100% of units set aside for the Elderly =	0 units

4 LEVERAGE SCORING**10**

Points will be awarded to projects based on the percentage of "other sources leveraged" as a percentage of Total Project Costs.

Total Project Costs (from Form 6A, Cell K120):	\$ 14,971,900
Source of Funds:	Thurston Co. HOME/CHDO
Amount of Funds:	\$ 539,500.00
Source of Funds:	LIHTC Equity
Amount of Funds:	\$ 10,073,825.00
Source of Funds:	Gap/Deferred Fee
Amount of Funds:	\$ 971,375.00
Source of Funds:	Enter name of Source
Amount of Funds:	\$ -
Source of Funds:	Enter name of Source
Amount of Funds:	\$ -
Source of Funds:	Enter name of Source
Amount of Funds:	\$ -

Total Amount of Leveraging: \$ 11,584,700.00

Percentage of Total Project Costs: 77.4%

Points Earned Metro 18% and above - 10 points

Please see the *9% Competitive Housing Tax Credit Policies - 2018* for a list of sources and exclusions.

5 PUBLIC LEVERAGE**0**

Two Points will be awarded to projects that have 50% or more public resources committed as part of the "other sources leveraged."

Total Amount of Leveraging:	\$ 11,584,700
Amount of Public Resources	\$ 539,500
Percentage of Leveraging:	4.7%

6 PROJECT-BASED RENTAL ASSISTANCE (PBRA)**0**

Points will be awarded to projects with Project-Based Rental Assistance that is committed at the time of application.

Type of Rental Assistance:	Enter type of federal rental assistance
Number of Units with Rental Assistance:	Enter number of units with PBRA
Percent of Units with Rental Assistance:	Enter percent of units with PBRA

7 DEVELOPER FEES**10**

Project Owner makes a commitment to limit the maximum Developer Fees for the Project to:

10% - 10 Points

8 AT-RISK OF LOSS OR MARKET CONVERSION**0**

Points will be awarded to Rehabilitation projects with expiring federal use agreements that have received preapproval for being at risk of market conversion.

EXPIRING FEDERAL USE RESTRICTION:

At Risk Scenario	Select...
Type of federal use restriction:	Enter type of federal use restriction
Expiration date:	Enter expiration date of federal use restriction
Number of units at risk:	Enter number of units at risk

9 HISTORIC PROPERTY**0**

Five points will be awarded to New Production Projects meeting the definition of an Historic Property and using the federal Historic Tax Credit in their financing.

Select...

Number of Housing Units in Project:

60 units

Number of Housing Units in Buildings designated as historic property:

0 units

Percentage of Housing Units designated historic:

0 %

10 ELIGIBLE TRIBAL AREA**0**

Points will be awarded to those Projects located on an eligible Indian Reservation or within the service area of an eligible tribe.

Eligible Tribe:

Select tribal area

**Projects claiming these points are not eligible for points under #12-17 below.

11 LOCATION EFFICIENT PROJECTS**2**

Two Points will be awarded to those Projects that provide nearby access to food and exceed the minimum Access to Services criterion of ESDS.

Select one:

Urban: within 1/2 mile of 5 services and within 1/2 mile of a grocery store

12 AREA TARGETED BY A LOCAL JURISDICTION**0**

Two Points will be awarded to Projects in King County or Metro Counties that are located in a specific geographic area that is targeted by the local jurisdiction for affordable housing.

Project is located in

Select location

13 COMMUNITY REVITALIZATION PLAN**0**

One Point will be awarded to Projects in King County or Metro Counties that contribute to a preapproved Community Revitalization Plan.

Project is located in

Select location

14 TRANSIT ORIENTED DEVELOPMENT**0**

One Point will be awarded to Projects in King County that are located within the 10-minute walkshed of a Transit Oriented Development.

Project is located in

Select Location

15 HIGH AND VERY HIGH OPPORTUNITY AREAS**0**

One Point will be awarded to Projects in King County that are located in a census tract determined to be a High or Very High Opportunity Area.

Project is located in

Select Location

16 JOB CENTERS 1

One Point will be awarded to Projects in or near the top 50 Metro or Non-Metro job growth places.

Project is located in a Metro County and within 5 miles of Olympia

17 NONPROFIT SPONSOR 5

Five Points will be awarded to those Projects that qualify under one of the three scenarios below. Indicate Nonprofit involvement below:

Nonprofit Only

18 DONATION IN SUPPORT OF LOCAL HOUSING NEEDS 5

Five Points will be awarded to Projects whose Owners agree to contribute to a local Nonprofit Organization an amount depending on Total Project Costs:

\$0 - \$12,500,000 TPC = \$15,000 Donation
\$12,500,001 and above = \$25,000 Donation

19 EVENTUAL TENANT OWNERSHIP 0

Two Points will be awarded to Projects that have a preapproved plan for eventual tenant ownership after the initial 15-year Compliance Period.

20 ENERGY CONSUMPTION MODEL FOR CALCULATING UTILITY ALLOWANCE 0

Two Points will be awarded to Projects that use a utility allowance that is based on an energy consumption model.

21A COST CONTAINMENT INCENTIVE 1

One Point will be awarded if the project is below the applicable TDC limit at the time of application.

Which limit is this project subject to? Metro Counties

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
Number of units	45	15	0	0	0
Appropriate Cost/Unit Limits	\$ 234,597	\$ 264,673	\$ 289,626	\$ 334,184	\$ 368,132
Max Cost by Unit Type	\$ 10,556,865	\$ 3,970,095	\$ -	\$ -	\$ -

Project's Total Development Cost Limit \$ 14,526,960.00

Total Residential Project Cost \$ 14,971,900

less cost of land \$ 100,000

less cost of offsite infrastructure \$ -

less capitalized reserves \$ 875,000

Total Development Cost (Adjusted) \$ 13,996,900

Total Development Cost ≤ Total Project Cost Limit YES

Percentage below applicable TDC Limit: -3.79%

TOTAL POINTS SELECTED BY APPLICANT **173**

21B COST CONTAINMENT INCENTIVE 0

Projects will be awarded One Point depending on how they compare to the applicable median Cost/SF in its TDC Limit Area.

Project's Total Development Cost (from TDC Limit tab): \$ 13,996,900

Gross Residential Square Footage from CFA Form 2B:
Cost / SF:

37,201
376.2506384

TOTAL POINTS AWARDED	173
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February 19, 2019

Corina Grigoras
Managing Director, Housing Finance Unit
Washington State Department of Commerce
PO Box 42525
Olympia, WA 98504-25525

Re: Site control for LIHI and Interfaith Works Housing Trust Fund Applications

Dear Ms. Grigoras:

The City of Olympia purchased a property at 2828 Martin Way E in Olympia Washington in 2018 with the intent of siting permanent supportive housing for single adults and low-barrier shelter for single adults at that site. The purchase of the property was the first action of Olympia's new Home Fund, a sales tax-funded housing levy.

The City of Olympia is negotiating a purchase and sale agreement with Low Income Housing Institute (LIHI) with the intent of providing those services in partnership with Interfaith Works at the Martin Way site. Olympia purchased the 49,000 square foot parcel for \$1.35 million and plans to negotiate a sale of the property to LIHI for a nominal cost.

Please let me know if I can be of further assistance to the LIHI and Interfaith Works Stage 1 Housing Trust Fund Applications.

Sincerely,

Cary Retlin
Home Fund Manager
360.570.3956

cc: Sharon Lee, Executive Director, Low Income Housing Institute
Meg Martin, Executive Director, Interfaith Works Shelter
Keith Stahley, Director, City of Olympia Community Planning and Development



Housing Authority of Thurston County
1206 12th Avenue SE • Olympia, WA 98501
Tel: (360) 753-8292 • Fax: (360) 586-0038
www.hatc.org

May 6, 2019

Ms. Sharon Lee
Executive Director
Low Income Housing Institute
2407 1st Avenue
Seattle WA 98121

Re: Proposed Olympia Development at 2828 Martin Way E

Dear Ms. Lee:

We are pleased to see LIHI's expedited engagement with this development. LIHI will be an excellent partner with the City of Olympia, Interfaith Works, and other local partners to make this development a reality in fulfilling critical community needs.

LIHI is an exceptional HATC partner. HATC provides rent subsidies to LIHI properties including the Fleetwood Apartments and Billy Frank, Jr. Place. HATC is consistently pleased with the quality and management of LIHI properties. LIHI properties are good for the residents and entire neighborhoods.

Earlier this year HATC made a capital investment in the City of Olympia's Plum Street tiny-shelter village. We were delighted to learn that LIHI was selected as the village manager.

LIHI shares our belief in the essential value of supportive services to go along with permanent housing. LIHI is committed to the dignity of all residents and to the concept of helping all residents to obtain the highest possible level of self-reliance.

The 2828 Martin Way development will enable Interfaith Works to move its housing operations into a facility built for this purpose. Interfaith Works does an amazing job with minimal resources and for too long has had to provide housing in a church basement. The collaboration between the two entities in this facility will provide the best opportunities for guests to move forward into permanent housing.

For individuals and couples formerly experiencing homeless, LIHI will be able to provide affordable housing that meets/exceeds Housing Authority expectations for decent, sanitary, and safe permanent housing along with supportive services.

As the development plans evolve, HATC will stand ready to consider additional means of support for this emerging important community asset, including evaluation of potential subsidies. Please keep us informed as LIHI continues to move forward.

Sincerely,

Craig Chance
Executive Director



EXHIBIT F

Conditional Award Letter



EXHIBIT F
CONDITIONAL AWARD LETTER

City of Olympia | Capital of Washington State

P.O. Box 1967, Olympia, WA 98507-1967

olympiawa.gov

June 26, 2019

Steven Strickland, J.D.
Real Estate Project Manager
Low Income Housing Institute
2047 1st Ave.
Seattle, WA 98121

Meg Martin, M.S.W.
Co-Executive Director
Interfaith Works
PO Box 1221
Olympia, WA 98507

Re: Conditional Award for \$1.1 Million from Olympia Home Fund

Dear Steven and Meg:

Congratulations! Your application for the City of Olympia's Home Fund in the amount of \$1,100,000 has been conditionally approved by City Council. These funds are available through the City of Olympia's Home Fund.

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

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

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

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

- ☐ Thurston County (including local, state or federal resources)
- ☐ The Washington State Housing Trust Fund
- ☐ The Washington State Housing Finance Commission

Steven Strickland
Meg Martin
June 26, 2019
Page 2

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

- No funds will be made available until commitment is documented from your other proposed funders (examples are listed on page one of this letter);
- All funds will be paid through reimbursements documented through invoices;
- Reimbursements for development fees will be linked to project milestones (like permits, occupancy, or other negotiated milestones);
- Our contract term will be consistent with your development timeline;
- Your budget and scope of work will be based on the application you submitted;
- Your proposal and contract will meet the requirements of the City of Olympia Home Fund's Administrative Plan;
- Other agreements, like a Development Agreement or Good Neighbor Plan, may be required

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

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

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

Sincerely,



CARY RETLIN
City of Olympia Home Fund Manager

EXHIBIT G

Statement of Compliance with Nondiscrimination and Equal Benefits Compliance Declaration

EXHIBIT G

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

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

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

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

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

Authorized Representative, Interfaith Works

Date

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)

EQUAL BENEFITS COMPLIANCE DECLARATION

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

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

Authorized Representative for Interfaith Works,
Grantee

Print Name

Title: _____

Date: _____

EXHIBIT H

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

EXHIBIT H

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Signature of Authorized Representative
of Interfaith Works

Date: _____

Print Name

Title: _____

EXHIBIT I

Certification Regarding Lobbying

EXHIBIT I

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Signature of Authorized Representative
of Interfaith Works

Date: _____

Print Name

Title: _____