



**PORT of OLYMPIA**  
Serving All of Thurston County  
**Commission Meeting**  
**Monday, March 27, 2023**  
**5:30 PM**

Percival Plaza - Olympics Room  
626 Columbia Street NW  
Olympia, WA 98501

The meeting agenda is available on the Port's website as of March 23, 2023.  
<https://www.portolympia.com/commission>

The public may join the meeting from their computer, tablet or smartphone at:

<https://us02web.zoom.us/j/87127215759?pwd=RHdjQVRBMWpsYThscjVtdG1rQm0wZz09>

or Telephone: 1 253 215 8782

Webinar ID: 871 2721 5759

Passcode: 519166

*Please note that the Zoom link changes for each meeting.*

Written public comments may be submitted to [commissioncoordinator@portolympia.com](mailto:commissioncoordinator@portolympia.com) by 12:00 p.m. on the date of the meeting. All written comments will be compiled and sent to the Commissioners prior to the meeting.

Verbal public comment is accepted in person at the meeting.

If you are attending the meeting via Zoom, you may raise your hand during the meeting to give public comment. For those listening by phone, press \*9 if you wish to raise your hand and provide comment.

Individual public comments are limited to 3 minutes per person.

## AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Approval of Agenda
- D. Executive Director Report
- E. Public Comment

NOTE: Guidelines for public comment can be found in the Commission Rules in Resolution Article VI.

- *Comments should be directed to Commission:* Comments should be directed to the Commission as a whole and should not include comments about individual Port staff or members of the public.
- *Courtesy:* All speakers (members of the public, Port staff, and Commissioners) shall be courteous in language and demeanor and shall confine remarks to those facts that are germane and relevant to the question or issue under discussion.

### **Port of Olympia Mission**

*Creating economic opportunities and building community for all of Thurston County through responsible resource use.*

- F. Consent Calendar
  - 1. Olive Management Lease Amendment
  - 2. J/4 Associates Lease Amendment
  - 3. Bills and Vouchers for January 2023, Batches 1-4.5
- G. Pending Issues or Business
  - 1. FAA Land Release
  - 2. Best practices for public comment
  - 3. “Off-site” meetings in the community – Tumwater, Tenino, etc.
  - 4. Discussion of possible increase in commissioner compensation
  - 5. Consideration of real estate offer
- H. Action Calendar
  - 1. None
- I. Action/Other Calendar
  - 1. None
  - 2. Public Comment
- J. Advisory Calendar
  - 1. ExelTech On-Call Professional Services Agreement Amendment No. 1 – Lisa Parks, Executive Services Director
  - 2. Skillings On-Call Professional Services Agreement Amendment No. 1 - Lisa Parks, Executive Services Director
  - 3. SCJ Alliance On-Call Professional Services Agreement Amendment No. 1 - Lisa Parks, Executive Services Director
  - 4. Public Comment on Advisory Items
- K. Commissioner Reports/Discussion
- L. Other Business
- M. Meeting Announcements
- N. Adjourn

## COVER MEMO

**Briefing Date/Time:** March 27, 2023

**Staff Contact/Title:** Rudy Rudolph, Operations Director – 360-584-4126  
[rudy@portolympia.com](mailto:rudy@portolympia.com)

**Subject:** Olive Management – Amendment No. 5

**Purpose:**  Information Only  Decision Needed

### **Background/Overview:**

**Olive Management leased approximately 9.38 acres at the NewMarket Industrial Campus in 2013** for the purpose of operating the driving range, pro-shop, and associated parking, for a term of 6, years, with 2 additional options. **Tenant and Port are proposing to replace the current term and future option with a new term of 10 years, plus two additional options to extend the term.**

**Tenant proposes to annex/lease the adjacent property commonly known as ‘batting cages facility’** (4,000 s.f. open metal structure), and associated parking (13,777 s.f. site). **(The Batting Cages facility was previously conveyed to the Port under a previous tenant lease).**

Under this proposed Lease Amendment No. 5, **Olive Management will invest no less than \$150,000 dollars on improvements** to the batting cages facility, landscape and associated parking. In addition, **Olive Management assumes full responsibility for the maintenance and repairs of all the leased premises, including driving range, pro-shop, batting cages, landscaping, and parking lots.**

In consideration of the improvement and maintenance/repair obligations, the Port proposes to grant Olive Management a 10-year lease extension commencing March 1, 2023, through December 31, 3032, and two additional options to extend the term for five years each, which will be subject to mutual agreement.

### **Documents Attached:**

Amendment No. 5

### **Summary & Financial Impact:**

All maintenance and repairs assumed by Tenant.

### **Affected Parties:**

Tenant / Port / General Public

### **Staff Recommendation:**

Commission approval

## LEASE AMENDMENT NO. 5

### PORT OF OLYMPIA SPACE LEASE NEW MARKET INDUSTRIAL CAMPUS

THIS LEASE AMENDMENT NO. 5 (this “Amendment”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **PORT OF OLYMPIA**, a Washington municipal corporation (hereinafter referred to as the “Port”), as Lessor and **OLIVE MANAGEMENT, LLC**, a Washington limited liability company, (hereinafter referred to as “Tenant”), as Lessee.

#### WITNESSETH:

**WHEREAS**, the Port and Tenant entered into a Lease Agreement dated March 13, 2013 (“Lease”), covering specific premises owned by Port and leased to Tenant for the purpose of a golf course, driving range, pro shop building, maintenance building and associated parking; and

**WHEREAS**, the port and Tenant amended the Lease by Amendment No. 1 dated February 4, 2016, for the purpose of adjusting the rent and required surety; and

**WHEREAS**, the port and Tenant amended the Lease by Amendment No. 2 dated December 8, 2017, for the purpose of extending the current term and modifying other terms and conditions, including 2018 rent adjustment, rent adjustment methodology, surety, percentage rent, changing the commencement date of the first option to extend term, and revising inventory; and

**WHEREAS**, the Port and Tenant amended the Lease by Amendment No. 3 dated January 8, 2019, for the purpose of memorializing the annual rent adjustment for the current year and the surety requirement accordingly; and

**WHEREAS**, the Port and Tenant amended the Lease by Amendment No. 4 dated February 7, 2020, memorializing rent adjustment for the current term and surety requirement per year, per year, accordingly; and,

**WHEREAS**, the Port and Tenant now desire to further amend the Lease to memorialize the inclusion of the Batting Cages and additional land, amending the term, the total monthly rent amount and surety requirements, accordingly, stating annual rent adjustment rate under the new term, list improvements by Tenant, and restating maintenance responsibilities.

**NOW THEREFORE, IT IS MUTUALLY AGREED** that the Lease between the parties is hereby amended as follows:

1. Paragraph 1, **LEASE SUMMARY, PREMISES** shall be amended as follows:

Effective March 1, 2023, the Premises leased to Tenant shall include additional 13,770 s.f. as described in the attached Exhibit A-1 and depicted in the attached Exhibit A-2 to this amendment, respectively. With this amendment, the entire premises leased to Tenant shall

be approximately 422,369.8 s.f. (9.7 acres). Unless otherwise expressly provided in this Amendment, all obligations of Tenant are in addition to existing obligations under its existing lease with the Port.

2. Paragraph 1, **LEASE SUMMARY, TERM** shall be amended as follows:

**Option to Extend Term:** Effective March 1, 2023, Option No. 2 of the Term shall be deleted in its entirety and replaced with the following:

**Option No. 2** shall be for a period of Ten (10) additional years, commencing January 1, 2023 ending December 31, 2032.

Port having received appropriate written notice in advance from Tenant exercising its Option No. 2, the Term of ten (10) years is hereby extended commencing January 1, 2023, and ending December 31, 2032.

**Additional Options to Extend Term:** Tenant shall have two (2) additional Options of five (5) years each, provided such options shall be upon mutual agreement between Port and Tenant:

**Option No. 3** commencing January 1, 2033, and ending December 31, 2037

**Option No. 4** commencing January 1, 2038, and ending December 31, 2042

Paragraph 1. **LEASE SUMMARY, MINIMUM GROUND RENT** for the entire premises shall be amended to include the following Rent and Surety Adjustment table with Leasehold Tax at current rate as of the time each payment is due (currently 12.84%):

Rent through December 31, 2033	Adjustment	Monthly Rent	Leasehold Tax*	Surety Requirement
Jan. 1 to March 31, 2022, for Range/Pro-Shop Only	2%	\$1,414.33	\$181.60	\$1,595.93 x 12

**Rent with Additional Premises (Batting Cages)**

<b>April 1, to Dec. 31, 2023</b>	Add Batting	\$2,151.88	\$276.30	\$2,428.18 x 12
January 1 to Dec. 31, 2024	3%	\$2,216.44	\$284.59	\$2,576.06 x 12
January 1 to Dec. 31, 2025	3%	\$2,282.93	\$293.13	\$2,653.34 x 12
January 1 to Dec. 31, 2026	3%	\$2,351.42	\$301.92	\$2,732.94 x 12
January 1 to Dec. 31, 2027	3%	\$2,421.96	\$310.98	\$2,814.93 x 12
January 1 to Dec. 31, 2028	3%	\$2,494.62	\$320.25	\$2,494.62 x 12
January 1 to Dec. 31, 2029	3%	\$2,569.46	\$329.85	\$2,986.36 x 12
January 1 to Dec. 31, 2030	3%	\$2,646.54	\$339.75	\$3,075.95 x 12
January 1 to Dec. 31, 2031	3%	\$2,725.94	\$349.94	\$3,168.23 x 12
January 1 to Dec. 31, 2032	3%	\$2,807.72	\$360.44	\$2,263.28 x 12

**Rent on Option No. 3 and Option No. 4:** Provided Port and Tenant mutually agree to each option, the Rent at commencement of each Option period shall be adjusted according to the then Port Commission Policy respectively.



\*Leasehold tax will be adjusted consistent with adjustments made by Department of Revenue. In the event the leasehold tax due under this Agreement differs from the Department of Revenue amount, the latter will control.

3. Paragraph 1. **LEASE SUMMARY, USE OF PREMISES** shall be amended by adding the following:

Uses permitted will include operations of batting cages and associated parking.

4. Paragraph 1. **LEASE SUMMARY, ADDITIONAL PROVISIONS,**  
Subparagraph **C. MAINTENANCE**, shall be amended by adding the following:

Tenant shall be fully responsible for maintenance of the entire premises 9.7 acres, pro-shop, driving range, batting cages buildings, parking lots including but not limited to roofs and structural integrity, plumbing, windows, siding, landscape, striping, painting, for the remaining of the Term of the Lease.

Subparagraph **E. TENANT IMPROVEMENTS**, shall be amended as follows:

Tenant shall perform improvements in the batting cages at a cost not less than One Hundred Fifty Thousand Dollars and No Cents (\$150,000), including floor replacement, wall construction, new lighting, and electrical improvements as needed.

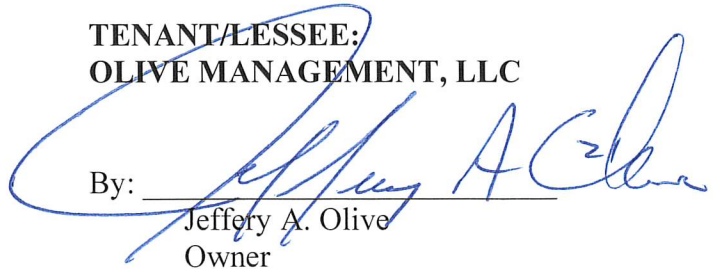
**THE REST AND REMAINDER OF THE LEASE** shall remain in full force and effect, provided this Amendment will control any inconsistency with the language of the original lease or the language of prior amendments to the original lease, and is affirmed and ratified by the signatures of the parties.

**LESSOR:**  
**PORT OF OLYMPIA**

By: \_\_\_\_\_  
Sam Gibboney.  
Executive Director

Date: \_\_\_\_\_

**TENANT/LESSEE:**  
**OLIVE MANAGEMENT, LLC**

By:  \_\_\_\_\_  
Jeffery A. Olive  
Owner

Date: 2-28-23

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that SAM GIBONNEY, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the Port of Olympia, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that **JEFFREY A. OLIVE** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Owner of Olive Management, LLC, a Washington limited corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this 28<sup>th</sup> day of February, 2023.



Jessie Bensley  
Print Name: Jessie Bensley  
NOTARY PUBLIC in and for the State of  
Washington, residing at Olympia  
My appointment expires: 7-15-23





EXHIBIT A-1  
Added Premises (13,777 s.f.) Batting Cages  
Legal Description

THE SOUTH 85.00 FEET OF THE WEST 162.00 FEET OF THE AIRPORT GOLF RANGE FIRST AMENDMENT, A BINDING SITE PLAN, AS RECORDED UNDER AUDITOR'S FILE NO. 3493885 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

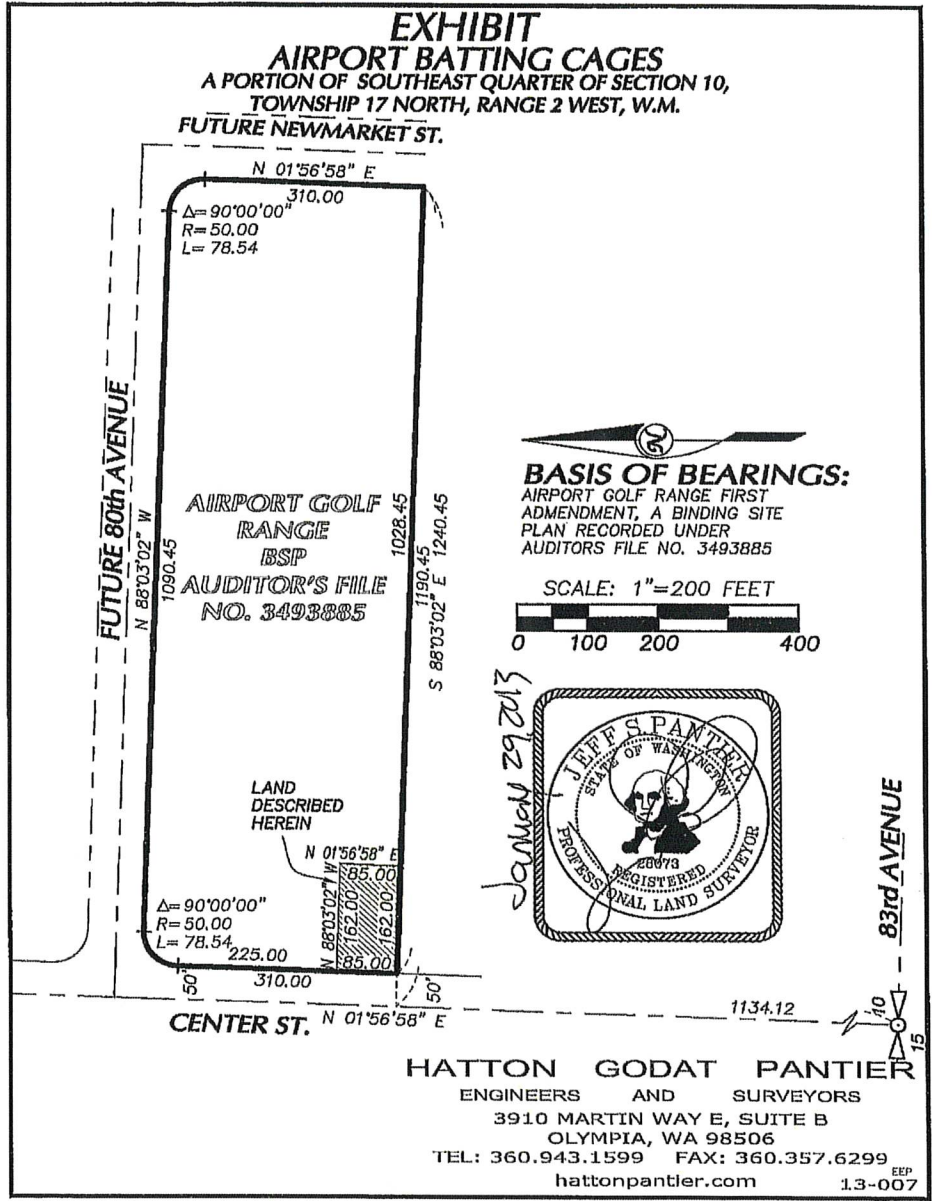
THE SOUTH 85.00 FEET OF THE WEST 162.00 FEET OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE NORTH  $01^{\circ} 56' 58''$  EAST ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER 1134.12 FEET; THENCE SOUTH  $88^{\circ} 03' 02''$  EAST 50.00 FEET TO A POINT ON THE EAST LINE OF CENTER STREET AND THE TRUE POINT OF BEGINNING; THENCE SOUTH  $88^{\circ} 03' 02''$  EAST 1190.45 FEET; THENCE NORTH  $01^{\circ} 56' 58''$  EAST 310.00 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $90^{\circ} 00' 00''$  AN ARC LENGTH OF 78.54 FEET; THENCE NORTH  $88^{\circ} 03' 02''$  WEST 1090.45 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $90^{\circ} 00' 00''$  AN ARC LENGTH OF 78.54 FEET TO THE EAST RIGHT-OF-WAY LINE OF CENTER STREET; THENCE SOUTH  $01^{\circ} 56' 58''$  WEST ALONG SAID EAST RIGHT-OF-WAY LINE 310.00 FEET TO THE TRUE POINT OF BEGINNING.



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EXHIBIT A-2  
 Added Premises (13,777 s.f.) Batting Cages  
 Depiction



## COVER MEMO

**Briefing Date/Time:** March 27, 2023  
**Staff Contact/Title:** Rudy Rudolph, Operations Director – 360-584-4126  
[rudy@portolympia.com](mailto:rudy@portolympia.com)  
**Subject:** J/4 Associates Lease Amendment No. 6  
**Purpose:**  Information Only  Decision Needed

### **Background/Overview:**

**J/4 Associates leased approximately 1.7 acres at the NewMarket Industrial Campus in June 1994**, for the purpose of constructing a building for housing light manufacturing, an assembly plant, and offices.

**The lease expires June 2024, and it provides an additional Option** to extend the term for 25 years, **subject to conditions to improve the assets** built by the Tenant on Port land.

**Port conducted a Building Assessment Study**, which listed the improvements needed and their remaining life. The lease term extension includes and is contingent upon tenant improvements.

**This amendment specifically states the improvements outlined in the building assessment and states specific dates to perform each of the improvements.** In addition, the **rent is increased** from \$0.24/s.f./yr. to \$0.37/s.f./yr. with **adjustments of 7.5% every three years** through June, 2039. Prior to June 30, 2039, Port will conduct an appraisal and will adjust the rent based on the then Port Commission policy.

### **Documents Attached:**

Lease Amendment No. 6

### **Summary & Financial Impact:**

All maintenance and repairs assumed by Tenant.

### **Affected Parties:**

Tenant / Port / General Public

### **Staff Recommendation:**

Commission approval

## LEASE AMENDMENT NO. 6

### PORT OF OLYMPIA GROUND LEASE NEW MARKET

**THIS LEASE AMENDMENT NO. 6** is made this \_\_\_\_\_ of \_\_\_\_\_, 2023, by and between the **PORT OF OLYMPIA**, a Washington municipal corporation, (hereinafter known as the “Port”) as Lessor, and **J/4 ASSOCIATES**, a Washington general partnership, (hereinafter known as “Tenant”) as Lessee.

#### WITNESSETH:

**WHEREAS**, the Port and Tenant entered into a Ground Lease Agreement dated June 20, 1994, covering specific premises owned by Port and leased to S. Randall Johnson and Jill K. Fluvog, husband and wife, and Donald A. Johnson and Louisa Johnson, husband and wife, for the purpose of construction of a building for housing a light manufacturing and assembly plant, including offices; and,

**WHEREAS**, the Port and Tenant agreed to amend the Lease by Amendment No. 1 dated July 29, 1994, to replace Paragraph 1, Lease Summary Rent, Surety, and Leased Premised; and,

**WHEREAS**, the Port and S. Randall Johnson and Jill K. Fluvog, husband and wife, and Donald A. Johnson and Louisa Johnson, husband and wife entered into an Assignment of Lease dated December 30, 1994, where all right, title and interest in the leased premises were assigned to Harry T. Johnson and Norma C. Johnson, husband and wife, as Assignees; and,

**WHEREAS**, the Port and Harry T. Johnson and Norma C. Johnson, husband and wife entered into an Assignment of Lease dated January 1, 1997, where all right, title and interest in the leased premises were assigned to J/4 Associates, a Washington General Partnership, as Assignee; and,

**WHEREAS**, the Port and Tenant agreed to amend the Lease by Amendment No. 2, dated June 4, 2009, for the purpose of adjusting the rent and surety requirement; and,

**WHEREAS**, the Port and Tenant agreed to amend the Lease by Amendment No. 3, dated June 17, 2014, for the purpose of adjusting the rent and surety requirement; and,

**WHEREAS**, the Port and Tenant agreed to amend the Lease by Amendment No. 4, dated May 20, 2019, for the purpose memorializing the monthly rent and the surety requirement accordingly, and,

**WHEREAS**, the Port and Tenant agreed to amend the Lease by Amendment No. 5, dated January 26, 2023, for the purpose of modifying the date in which Tenant needs to submit written notice to the Port exercising its Option to Extend the Term, due to an assessment being



Notwithstanding, Port and Tenant agree the building reaches its 30-year age by December 31, 2025, and as referenced in the Report, replacement of certain items will be required by no later than such date, unless otherwise stated below.

Tenant committed to perform some of the improvements in the Report to Four Star, who will be occupying the premises as Tenant's lessee. Port and Tenant agree the following items described in the Report shall be performed in the timing hereto stated:

**a. To complete by June 30, 2023:**

- a. Carpet – replace.
- b. Vinyl bathrooms flooring – replace.
- c. Wall Finishes -- interior painting including repairs where needed.
- d. Wall Finishes – exterior painting including repairs where needed.
- e. Wood Siding/Trim – replace and/or repair during exterior painting.
- f. Kitchen range hood – stove to be removed or install hood/vent.
- g. Electrical GFCI plugs in bathrooms -- install.
- h. Ceiling tiles -- replace.
- i. Garage door – weather-stripping replaced.
- j. Receptacles – loose receptacles to be tightened and secured.
- k. Bathrooms Remodel
- l. Parking lot restriping – not in report but committed to its lessee.
- m. Landscape improvements – not in report but committed to its lessee.

**b. To complete by no later than 12/31/2025**

- a. Roof – existing leaks, per the Report, have been addressed by Tenant. Further deterioration of the roof will require Tenant to replace portions of or the entire roof. Condition of the roof shall be determined by a professional roofer assessment, which shall be the full responsibility of Tenant including all costs. Tenant shall share the scope with the Port for approval, not to be unreasonably withheld, and upon completion of the assessment Tenant shall submit a plan of action for maintenance of the remaining life of the roof.

Such assessment shall be conducted by no later than June 30, 2025, to provide sufficient time for replacement; in no event, however, will the existing roof remain beyond its life.

**c. To complete within 2 to 5 years but no later than 12/31/2027**

- a. Light Fixtures – convert to LED or other energy efficient light source.
- b. Toilets – replace to meet current flow requirements.
- c. Receptacles – replace to prevent risk of fire.



d. Sinks – all sinks (kitchen and bathrooms) to be replaced with modern low flow appliances.

d. **To complete within 10 years, but no later than 12/31/2033:**

- a. HVAC Furnace – replace with energy efficient system.
- b. Water Heaters – replace with energy efficient appliances.
- c. Windows – replace with energy efficient windows.

Any of the items listed above requiring further assessment, will be assessed within the Remaining Life noted in the Report; such assessment shall be the full responsibility of the Tenant and scope of assessment(s) shall be submitted to the Port for approval, which shall not be unreasonably withheld.

Failure to perform and meet the timetable and requirements stated described above shall result in termination of the Lease.

2. Paragraph 1 **LEASE SUMMARY** – **OPTION PERIOD RENT** shall be added as follows:

Commencing July 1, 2024, the monthly rent shall Two Thousand Two Hundred Eighty Three Dollars and Twenty-Seven Centers (**\$2,283.276 USD**) plus Washington Leasehold Tax, provided leasehold tax will be adjusted consistent with adjustments by the Department of Revenue, if any.

Rent shall automatically increase by 7.5% commencing July 1, 2027, and every three (3) years thereafter or through June 30, 2039 expiration of the Option term.

On the 15<sup>th</sup> anniversary of Option Period or July 1, 2039, rent shall be adjusted by the rate of return by the then Commission Policy, based on an appraisal conducted by an independent appraiser selected by Tenant and approved by the Port, which approval will not be unreasonably withheld.


Such appraiser shall be a qualified MAI appraiser, with not less than 10 years' experience appraising commercial real estate in Thurston County, Washington. A qualified MAI appraiser shall mean a member in good standing of the Appraisal Institute, or equivalent professional organization. In conducting an appraisal of the property, the fair market value shall be based upon the highest and best use of the property as if vacant, and the appraiser (a) shall consider sales of fee simple comparable properties in the general area; (b) shall appraise the property as if in private ownership and without discount or consideration for the property being owned by a municipal corporation; (c) shall appraise the property without regard to the Premises being leased or the Tenant owning any improvements thereon; and (d) shall conduct and write the appraisal in conformity with the Uniform Standards of Professional Appraisal Practice.

**THE REST AND REMAINDER OF THE LEASE** shall remain in full force and effect, provided this Amendment will control any inconsistency with the language of the original lease or the language of prior amendments to the original lease, and is affirmed and ratified by the signatures of the parties, .

**LESSOR:**  
**PORT OF OLYMPIA**

**TENANT/LESSEE:**  
**J/4 ASSOCIATES**

By: \_\_\_\_\_  
Sam Gibboney  
Executive Director

By:   
S. Randall Johnson  
General Partner

Date: \_\_\_\_\_

Date: March 14, 2023

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF THURSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me **SAM GIBBONEY**, to me known to be the Executive Director at the Port of Olympia, the municipal corporation named in the within and foregoing **Lease Amendment No. 5**, and acknowledged to me that he signed the same on its behalf, as he is so authorized to do, as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

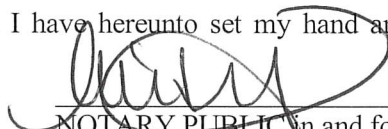
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_, 20\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF Thurston )

On this 14<sup>th</sup> day of march, 2023, personally appeared before me **S. RANDALL JOHNSON**, to me known to be the General Partner of J/4 Associates, of the entity named in the within and foregoing **Lease Amendment No. 6**, and acknowledged to me that he signed the same on its behalf, as he is so authorized to do, as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at 4elm  
My commission expires: 7/19/, 20 25





# EXHIBIT A

## Building Condition Report



### *Building Condition Report*

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**PORT OF OLYMPIA**  
**4-STAR BUILDING**  
**7711 New Market St SW, Tumwater, WA**  
(Contract No. 2022-1020, TO 3)

**January 13, 2023**

Prepared By:  
Daniel Lillie, PE  
Exeltech Consulting



Prepared for:  
Rudy Rudolph  
**Port of Olympia**  
606 Columbia St. SW Suite 300  
Olympia, WA 98501



### 3. EXECUTIVE SUMMARY

The commercial building that was observed is 29 years old and appears to have had satisfactory maintenance to ensure all of the components of the structure reach the intended life duration. However, because the structure is the age it is, there are several items that have reached the end of their life cycle and it is time to replace within the next 2 years, if not sooner. In addition to items observed requiring immediate replacement, there were a few items discovered that do not necessarily need addressed immediately but should be in a 5-year and 10-year plan to update to meet current code standards, whether it be energy or plumbing. These items are as follows:

Item	Remaining Life	Comments
<b>Repairs and Maintenance Due Now</b>		
Carpet	1 to 2 Years	The carpet has several stains and normal wear and tear. All locations show signs of traffic for several years.
Vinyl Bathroom Flooring	1 to 2 Years	The flooring in the bathrooms does not show damage or excessive wear that will create operational hazards. However, there is excessive staining, and it is assumed the flooring is original to the construction in 1994 and is at the end of its life.
Wood Siding	1 to 2 Years	The OSB lap siding on the exterior has separated joints, flaked off portions, and bubbling throughout. It is essential that the lap siding be replaced with a more durable material such as a cementitious fiber siding that will be able to withstand weather. All trim must be replaced when the siding is replaced.
Roof	1 to 2 Years	Portions of the roof show signs of excessive wear. Specifically, the north side of the roof is wearing faster than the rest of the roofing. There have been reports of roof leaks which expected. Typically, this type of roof is expected to last between 30 to 50 years. The existing roof is deteriorating somewhat prematurely at some locations.
Kitchen Range Hood	Immediate	In the kitchen there is a gas stove, and the only ventilation is a small fan nearby. If there is a stove, it is required to have a range hood to effectively ventilate the chemicals. Another option is to remove the kitchen stove. Considering the stove is older than the building, it is recommended to remove the stove.
Electrical	Immediate	(2) of the (4) restrooms are missing a GFCI plugs near the sink and need to be replaced.
Ceiling	Immediate	Replace water-stained ceiling tiles.
Garage Door	Immediate	The weather-stripping at the roll up door at the west side of the building is not intact and needs to be replaced.

Item	Remaining Life	Comments
<b>5-Year Maintenance Plan</b>		
Light Fixtures	2 to 5 Years	The current lights appear to be original to the structure. Recommend converting from Fluorescent to LED or another energy efficient light source.
Toilets	2 to 5 Years	The toilets are in working order and appear to have been maintained. However, the existing may not meet current flow requirements
Receptacles	2 to 5 Years	Current Receptacles appear to be functioning but may be becoming loose due to constant use. Recommend replacing receptacle outlets now to prevent risk of fire.
Sinks	2 to 5 Years	It was reported that the kitchen sink leaks. All kitchen and bathroom sinks should be replaced with modern low flow appliances.
Wall Finishes	2 to 5 Years	The walls were free from damage but normal scuffs and drywall cracks were observed. It is recommended the walls be painted.

Item	Remaining Life	Comments
<b>10-Year Maintenance Plan</b>		
Furnace	10 Years	The current furnace is 11 years old but has been maintained properly and it is expected a 20-year life can be achieved.
Water Heater	10 Years	There are several small hot water tanks throughout. The age of the tanks is unclear, but they appear to be in good condition. Consider switching to a more energy efficient system such as a tankless system
Windows	10 Years	The windows can be expected to reach a 30-year life, which is the current age. However, the current windows are in good condition. It is recommended that energy efficient windows be used when replacing the current windows.

PORT OF OLYMPIA  
VOUCHER APPROVAL LISTING, Batch # 1-4.5  
January

GENERAL FUND		
	COMPUTER PREPARED	807,596.74
	BOND ACCOUNT PAYMENTS	
	VOIDED WARRANT(S) / ELECTONIC PAYMENT(S)	(761.32)
	PAYROLL	
	ELECTRONIC PAYMENTS	468,501.39
		-
	TOTAL GENERAL FUND WARRANTS, BOND ACCOUNT WARRANTS & ELECTRONIC PAYMENTS:	<u>1,275,336.81</u>

General Fund Warrants Issued: 086303-086475  
Electronic Payments Issued: 000999-001015  
Bond Account Warrants Issued:  
Payroll Warrants Issued:  
Voided Warrant(s): 086398 & 086441  
Voided Electronic Payment(s):  
Zero Warrants: 010048

We the undersigned Board of Commissioners of the Port of Olympia, Olympia Washington, do hereby authorize the Issuance of the warrants described above.

Total Warrants: \$1,275,336.81

**Warrants over \$200,000:**

\_\_\_\_\_  
Amy Harding, Commission President

\_\_\_\_\_  
Joe Downing, Commission Vice President

\_\_\_\_\_  
Sam Gibboney, Executive Director

\_\_\_\_\_  
Charles Iyall, Commission Secretary



PORT OF OLYMPIA  
VOUCHER APPROVAL LISTING  
January

Batch #:  
1

WARRANTS ISSUED:	WARRANT NUMBERS:	
COMPUTER PREPARED issued week ending 01/06/23		107,549.48
COMPUTER PREPARED	086303-086345	
Voided Warrant(s)		
Zero Warrant(s)		

PROJECTS:  
COMPUTER PREPARED  
Voided Warrant(s)

ELECTRONIC PAYMENTS:	ACH NUMBERS:	
Electronic Payments, issued week ending 01/06/23		<u>28,830.77</u>
COMPUTER PREPARED	000999 & 001000	
Voided Warrant(s)		

TOTAL WARRANTS \$ 136,380.25

RCW 42.24.080: "I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims".

  
\_\_\_\_\_  
Matt Peach, Finance Director

PORT OF OLYMPIA  
VOUCHER APPROVAL LISTING  
January

Batch #:  
2

WARRANTS ISSUED:	WARRANT NUMBERS:	
COMPUTER PREPARED, Issued week ending 01/13/23		392,499.70
COMPUTER PREPARED	086346-086406	
Voided Warrant(s)	086398	
Zero Checks	086398	

PROJECTS:	
COMPUTER PREPARED	-
Voided Warrant(s)	-

ELECTRONIC PAYMENTS:	ACH NUMBERS:	
Electronic Payments, issued week ending 01/13/23		56,884.46
COMPUTER PREPARED	001001-001005	
Voided Warrant(s)		

TOTAL WARRANTS \$ 449,384.16

RCW 42.24.080: "I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims".



\_\_\_\_\_  
Matt Peach, Finance Director



PORT OF OLYMPIA  
VOUCHER APPROVAL LISTING  
January

Batch #:  
3


WARRANTS ISSUED:	WARRANT NUMBERS:	
COMPUTER PREPARED, Issued week ending 01/20/23		196,218.40
COMPUTER PREPARED	086407-086442	
Voided Warrant(s)		
Zero Checks		

PROJECTS:  
COMPUTER PREPARED  
Voided Warrant(s)

ELECTRONIC PAYMENTS:	ACH NUMBERS:	
Electronic Payments, issued week ending 01/20/23		12,571.36
COMPUTER PREPARED	001006-001007	
Voided Warrant(s)		

TOTAL WARRANTS \$ 208,789.76

RCW 42.24.080: "I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims".

  
Matt Peach, Finance Director

PORT OF OLYMPIA  
VOUCHER APPROVAL LISTING  
January

Batch #:  
4

WARRANTS ISSUED:	WARRANT NUMBERS:	
COMPUTER PREPARED issued week ending 01/27/23	086443-086475	111,329.16
COMPUTER PREPARED		-
Voided Warrant(s)	086441	(761.32)
Zero Checks	010048	-
PROJECTS:		
COMPUTER PREPARED		-
Voided Warrant(s)		-
ELECTRONIC PAYMENTS:	ACH NUMBERS:	
Electronic Payments, issued week ending 01/27/23	001008-001009	71,534.69
COMPUTER PREPARED		
Voided Warrant(s)		
	TOTAL WARRANTS	<u>\$ 182,102.53</u>

RCW 42.24.080: "I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims".

  
\_\_\_\_\_  
Matt Peach, Finance Director

PORT OF OLYMPIA  
VOUCHER APPROVAL LISTING  
January

Batch #:  
4.5

WARRANTS ISSUED:	WARRANT NUMBERS:	
COMPUTER PREPARED issued partial week ending 01/31/23		
COMPUTER PREPARED		-
Voided Warrant(s)		
Zero Checks		
PROJECTS:		
COMPUTER PREPARED		-
Voided Warrant(s)		-
ELECTRONIC PAYMENTS:	ACH NUMBERS:	
Electronic Payments, issued partial week ending 01/31/23		298,680.11
COMPUTER PREPARED	001010-001015	
Voided Warrant(s)		
	TOTAL WARRANTS	<u>\$ 298,680.11</u>

RCW 42.24.080: "I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims".

  
\_\_\_\_\_  
Matt Peach, Finance Director

## COVER MEMO

**Briefing Date/Time:** March 28, 2023

**Staff Contact/Title:** Chris Martinez, Contracts and Grants Administrator  
360.528.8010 *chrism@portolympia.com*

**Subject:** ExelTech On Call Advisory

**Purpose:**  Information Only  Decision Needed

### **Background/Overview:**

The Exeltech Consulting Contract (2022-1020) for on call Professional services was executed under Executive Director authority on April 20, 2022 after a competitively solicited request for qualifications was performed. The initial term of the contract is through March 31, 2023 with a not to exceed amount of \$99,999.00. Under this contract there have been 3 task orders issued totaling \$61,860.00 in committed funds. The request before the Port Commission today is to extend the date of the contract for an additional 21 months to now end December 31, 2024 and allow for an additional \$200,001.00 for project support needed by an engineering firm.

### **Documents Attached:**

PowerPoint Presentation

### **Affected Parties:**

Port staff and tenants.

### **Options with Pros & Cons:**

This extension provides engineering support as needs arise throughout the year on various projects. By not extending this contract the Port would be limited in their ability to perform tasks that require an engineer for the purposes of planning and final sign-off of those projects.

### **Staff Recommendation:**

Approval of the extension of the contract and the increased of the not to exceed amount to a total of \$300,000.00.



# EXELTECH ON-CALL PROFESSIONAL SERVICES AGREEMENT AMENDMENT

MARCH 27, 2023

LISA PARKS

EXECUTIVE SERVICES DIRECTOR

1

## Agreement No. 2022-1020 Amendment #1: ExelTech

### *Summary*

- On-Call Professional Services Agreement
- Competitive Selection - Multiple Disciplines
- Authorized Services:
  - Environmental Planning
  - Civil and Structural Engineering
  - Landscape Architecture
  - Project/Construction Management
- Task Orders To-Date:
  - CBC Roof
  - WSP Upgrades
  - Building Condition Assessment



2



2



## Agreement No. 2022-1020 Amendment #1: ExelTech

*Request: Approve Agreement Amendment #1*

Term	
Initial	March 31, 2023
<b>Proposed</b>	<b>December 31, 2024</b>
Costs	
Not-To-Exceed (NTE)	\$99,999
Authorized Task Orders	\$61,860
Proposed Additional	\$200,001
<b>New Total NTE</b>	<b>\$300,000</b>

3



3

## Agreement No. 2022-1020 Amendment #1: ExelTech

*Next Steps & Questions*

- April 10, 2023 Action Agenda Item
- Questions?



4



4

## COVER MEMO

**Briefing Date/Time:** March 27, 2023

**Staff Contact/Title:** **Chris Martinez**  
**Contracts & Grants Administrator**  
**360.528.8010, [ChrisM@portolympia.com](mailto:ChrisM@portolympia.com)**

**Subject:** 2022-1022 – On call professional services contract extension and increased funds

**Purpose:**  Information Only  Decision Needed

### **Background/Overview:**

The Skillings, Inc. contract (2022-1022) for on call Professional services was executed under Executive Director authority on April 21, 2022, after a competitively solicited request for qualifications was performed. The initial term of the contract is through March 31, 2023, with a not to exceed amount of \$99,999.00. Under this contract there have been 4 task orders issued totaling \$77,000.00 in committed funds.

The request before the Port Commission today is to extend the date of the contract for an additional 21 months to now end December 31, 2024 and allow for an additional \$200,001.00 for project support needed by an engineering firm.

### **Affected Parties:**

Port staff and tenants.

### **Options with Pros & Cons:**

This extension provides engineering support as needs arise throughout the year on various projects. By not extending this contract the Port would be limited in their ability to perform tasks that require an engineer for the purposes of planning and final sign-off of those projects.

### **Staff Recommendation:**

Approval of the extension of the contract and the increased of the not to exceed amount to a total of \$300,000.00.

# SKILLINGS ON-CALL PROFESSIONAL SERVICES AGREEMENT AMENDMENT

MARCH 27, 2023

LISA PARKS  
EXECUTIVE SERVICES DIRECTOR

1

## Agreement No. 2022-1022 Amendment #1: Skillings

### *Summary*

- On-Call Professional Services Agreement
- Competitive Selection - Multiple Disciplines
- Authorized Services:
  - Engineering
  - Surveying
  - Project/Construction Management
- Task Orders To-Date:
  - Marina Electrical Upgrades
  - Asphalt Assessment
  - Lease Boundary Surveys



2

2

## Agreement No. 2022-1022 Amendment #1: Skillings

*Request: Approve Agreement Amendment #1*

Term	
Initial	March 31, 2023
<b>Proposed</b>	<b>December 31, 2024</b>
Costs	
Not-To-Exceed (NTE)	\$99,999
Authorized Task Orders	\$77,000
Proposed Additional	\$200,001
<b>New Total NTE</b>	<b>\$300,000</b>

3



3

## Agreement No. 2022-1022 Amendment #1: Skillings

*Next Steps & Questions*

- April 10, 2023 Action Agenda
- Questions?



4



4



## COVER MEMO

**Briefing Date/Time:** March 27, 2023

**Staff Contact/Title:** **Chris Martinez**  
**Contracts & Grants Administrator**  
**360.528.8010, [ChrisM@portolympia.com](mailto:ChrisM@portolympia.com)**

**Subject:** 2022-1032 – On call professional services contract extension and increased funds

**Purpose:**  Information Only  Decision Needed

### **Background/Overview:**

The Shea, Carr & Jewell Inc. dba SCJ Alliance contract (2022-1032) for on call Professional services was executed under Executive Director authority on June 22, 2022, after a competitively solicited request for qualifications was performed. The initial term of the contract is through May 31, 2023, with a not to exceed amount of \$99,999.00. Under this contract there have been 1 task order issued totaling \$48,000.00 in committed funds.

The request before the Port Commission today is to extend the date of the contract for an additional 21 months to now end December 31, 2024 and allow for an additional \$200,001.00 for project support needed by an engineering firm.

### **Options with Pros & Cons:**

This extension provides engineering support as needs arise throughout the year on various projects. By not extending this contract the Port would be limited in their ability to perform tasks that require an engineer for the purposes of planning and final sign-off of those projects.

### **Staff Recommendation:**

Approval of the extension of the contract and the increased of the not to exceed amount to a total of \$300,000.00

# SCJ ALLIANCE ON-CALL PROFESSIONAL SERVICES AGREEMENT AMENDMENT

MARCH 27, 2023

LISA PARKS  
EXECUTIVE SERVICES DIRECTOR

1

## Agreement No. 2022-1032 Amendment #1: SCJ Alliance *Summary*

- On-Call Professional Services Agreement
- Competitive Selection - Multiple Disciplines
- Authorized Services:
  - Civil Engineering
  - Landscape Architecture
  - Project/Construction Management
- Task Orders To-Date:
  - Commission/POCAC Support Services



2

2

## Agreement No. 2022-1032 Amendment #1: SCJ Alliance

*Request: Approve Agreement Amendment #1*

Term	
Initial	May 31, 2023
<b>Proposed</b>	<b>December 31, 2024</b>
Costs	
Not-To-Exceed (NTE)	\$99,999
Authorized Task Orders	\$48,000
Proposed Additional	\$200,001
<b>New Total NTE</b>	<b>\$300,000</b>

3



3

## Agreement No. 2022-1032 Amendment #1: SCJ Alliance

*Next Steps & Questions*

- April 10, 2023 Action Agenda Item
- Questions?



4



4