



**PORT of OLYMPIA**  
Serving All of Thurston County  
**Commission Meeting**  
**Monday, April 24, 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 April 20, 2023.  
<https://www.portolympia.com/commission>

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

<https://us02web.zoom.us/j/89373856384?pwd=OGVFL0ZNbE9uNzBmU0RTSnF4NFhtdz09>

or Telephone: 1 253 215 8782

Webinar ID: 893 7385 6384

Passcode: 071085

*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. Final Acceptance of a Public Work Project
  - 2. Bills and Vouchers for February, Batches #5 – 8.5
    - a. Warrant over \$200,000: Wayne’s Roofing Inc., \$405,010.65
  - 3. Meeting Minutes for 2023: January 9, January 17, January 23, February 6, February 13, February 21, February 27, March 6, and March 13
- G. Pending Issues or Business
  - 1. FAA Land Release
  - 2. Public Comment Best Practices
  - 3. Off-Site Commission Meetings
  - 4. Commission Compensation
- H. Action Calendar
  - 1. Small Cities Program Grant Awards – Danny Kim, GL Accountant
- I. Action/Other Calendar
  - 1. Deschutes Estuary Long Term Management Program Letter of Support or Resolution – Sam Gibboney, Executive Director
  - 2. Public Comment
- J. Advisory Calendar
  - 1. Resolution 2023-XX Surplus Property – 608 Washington – Rudy Rudolph, Operations Director
  - 2. 608 Washington Purchase and Sale Agreement with LOTT – Rudy Rudolph, Operations Director
  - 3. Public Comment on Advisory Items
- K. Commissioner Reports/Discussion
- L. Other Business
- M. Meeting Announcements
- N. Adjourn

## COVER MEMO

**Briefing Date/Time:** April 24, 2023

**Staff Contact/Title:** **Warren Hendrickson, Airport Senior Manager**  
360.528.8074, [warrenh@portolympia.com](mailto:warrenh@portolympia.com)

**Subject:** Final Acceptance: WSP Building 16 Upgrade

**Purpose:**  Information Only  Decision Needed by Consent

### **Purpose:**

The purpose of this memo is to seek Port Commission approval of Final Acceptance for the WSP Building 16 Upgrade, Contract # 2022-1043.

### **Background/Overview:**

On October 27, 2021, the Port of Olympia executed Lease #SRL-21-0030 with Washington State Patrol, acting through the Department of Enterprise Services, for Port-owned Building 16 at 222 Tumwater Boulevard, located in Cleanwater Centre. Included within the Additional Lease Provisions section of the lease was a requirement for the Port to complete certain specified improvements to paint, restrooms, flooring, coffee bar casework, and plumbing.

On November 16, 2022, the Port awarded Contract #2022-1043 – WSP Building 16 Upgrade – to S&W Craftsmen of Chehalis, WA in the amount of \$77,300.00, not including WSSST. This contract was awarded under the authority of:

1. Resolution 2019-06 delegated to the Executive Director the ability to award contracts for public works projects, and
2. The Executive Director has authorized use of the Small Works Roster process per RCW 39.04.155.

The Work performed under this contract included all labor, all materials, all equipment, and all permits to upgrade the existing finishes with new materials for (2) bathrooms, (3) public entries, and the coffee bar. The upgrade was limited to those spaces and did not require alteration of any structural system nor the functionality of the spaces. Commercial plumbing permits through the City of Tumwater were required and were the responsibility of the contractor.

Exeltech Consulting, Inc. of Lacey, WA provided the following services on behalf of the Port for this project:

- Project Management
- Bid Support
- Construction Management
- Closeout

These services were provided via a separate Port Professional Services Contract #2022-1020, Task Order 2, dated September 21, 2022, in an amount not to exceed \$19,560.00.

The Port issued a Notice to Proceed to S&W Craftsmen on December 9, 2022.

A single change order, Change Order #1, was issued to S&W Craftsmen on February 21, 2023 in the amount of \$600.00, not including WSST, for labor and materials associated with ceiling paint for the two bathrooms.

All work was completed to the satisfaction of the Exeltech Project Manager and Port staff on April 10, 2023.

A one-year warranty from the date of final acceptance applies to all work completed under this construction contract.

**Documents Attached:**

Closeout Documentation – March 20, 2023

**Financial Impact:**

There have been no progress payments made to date to S&W Craftsmen. (Regular periodic payments have been made to Exeltech Consulting under their separate contract.) Approval of final acceptance will authorize payment in full of \$85,300.50, including WSST, (less a 10% retainage fee for 45 days) to S&W Craftsmen.

Engineer's Estimate	\$66,274 - \$115,000 (not including WSST)
Range of Bids (Three Bids Submitted)	\$77,300 - \$99,850 (not including WSST)
Low Bid Award: S&W Craftsmen	\$77,300 (not including WSST)
Total Value of Change Orders	\$600
<b>Total Adjusted Construction Cost</b>	<b>\$77,900 (not including WSST)</b>
Project Management Cost	\$19,560 (WSST not applicable)
<b>Final Project Cost (WSST @ 9.5%)</b>	<b>\$104,860.50</b>



Cleanwater Centre (014) budget authority for this project:

- 7113010 – Outside Professional Services (\$19,560.00)
- 7139000 – Maintenance & Repair to Port-owned Buildings (\$85,300.50)

**Staff Recommendation:**

Authorize “Final Acceptance” of the work performed under contract 2022-1043 – WSP Building 16 Upgrade and authorize payment in the amount of \$85,300.50.

March 20, 2023

Port of Olympia  
606 Columbia St. SW Suite 300  
Olympia, WA 98501  
Attn: Lisa Parks

Re: WSP Building Upgrades  
222 Tumwater Blvd, Tumwater, WA  
Port of Olympia On-Call; Task No. 2

Dear Lisa:

At the request of the Port of Olympia, Exeltech Consulting (Exeltech) provided Project Management support to the Port of Olympia for the WSP Building Upgrade project located at 222 Tumwater Blvd, Tumwater, Washington. Exeltech assisted in writing specifications, creating the engineers estimate, and performing site visits to ensure contract compliance.

Field visits were performed at the start of the project, substantial completion, and (2) additional punch list walk throughs were performed. The Contractor, S&W Craftsmen, has successfully completed the work to the project specifications. It is our recommendation that the Port of Olympia close the contract and compensate S&W Craftsmen for successfully completing the scope of work as guaranteed.

In addition to material warranties, S&W Craftsmen have a 1-year warranty of their work and will address any issues that arise up to 1-year after close out of the project. Any defects discovered due to craftsmanship will be addressed under this 1-year warranty.

The inspection reports have been attached. The reports are as follows:

1. **01-17-2023: Project Kick Off**
2. **02-03-2023: Substantial Completion**
3. **02-24-2023: Final Punchlist Walk Through**

Respectfully Submitted,  
EXELTECH CONSULTING, INC.



Daniel A. Lillie, PE  
Sr. Project Manager

Attachments



# Site Observation Report

8729 Commerce Place Dr. NE, Suite A  
Lacey, WA 98516  
360.357.8289 Fax: 360.357.8225

Report No.: 1

Exeltech Job No.: 2211  
Task 2

Job Name: Building 16 (WSP) Tenant Upgrades

Date of Observation: 01/17/2023

Time: 11:00 am

Prepared by: Daniel Lillie

Submitted to: \_\_\_\_\_

*Name*

Distribution: Exeltech File

Port of Olympia

*Company*

## Status of Construction:

Mobilization was complete and demolition of the flooring at the public entrance at the north side of the building and the south-west entrance was completed. The entrance at the south-east side was untouched and left in service while the new flooring at the other entrances was installed.

The coffee bar cabinets and flooring were demolished. The walls were painted, and the area was being prepped for new cabinet install.

## Comments:

At least (1) entrance was open during construction and the work appeared to not interfere with the tenant operations. It was discussed that the project is on track for the entry ways and coffee bar to be completed by the end of the week (January 20<sup>th</sup>). The bathrooms are anticipated to begin demolition of January 23<sup>rd</sup> (Monday).

*The comments described herein were made from a brief walk-through that was intended to examine construction progress for general conformance with the plans and details. This is not to be interpreted as an official inspection, which should still be provided by an independent inspection agency or the building official, as required by the project.*





# Site Observation Report

8729 Commerce Place Dr. NE, Suite A  
Lacey, WA 98516  
360.357.8289 Fax: 360.357.8225

Report No.: 2

Exeltech Job No.: 2211  
Task 2

Job Name: Building 16 (WSP) Tenant Upgrades – Substantial Completion Walk Through

Date of Observation: 02-03-2023

Time: 9:30 am

Prepared by: Daniel Lillie, PE

Submitted to: \_\_\_\_\_

Name

Distribution: Exeltech File

Port of Olympia

Company

## Status of Construction:

The scoped work has been completed and substantial completion has been achieved. The site walk was to create a punch list of remaining items for final closeout.

## Comments:

- **(3) Entries:** The entry ways were completed at the time of observation. Instead of resealing the floor, the contractor replaced the flooring, which is in compliance of the contract and was a no cost change. No action required at the entries.
- **Coffee Bar:** The Coffee Bar was completed and functioning. Additional adjacent walls were painted to match the new wall color at the Coffee Bar. There was no cost change for this. A couple of clean up items were identified and will need to be picked up before closeout.
  - There is a hole in the countertop that was drilled to run lines for the insta-hot. It was discussed that a plastic grommet will be added to conceal the opening.
  - Caulking along the backsplash needed to be wiped down.
- **Women's Restroom:** The women's restroom was completed and in operation. The following items were observed and need to be addressed before closeout:
  - The toilet partitions need to be anchored to the exterior wall at the top rail.
  - Threaded bolts protrude from the ceiling that were used to attach the rail from the previous toilet partitions. This is an out of scope item for the Contractor that can be addressed via a change order or by the Port of Olympia maintenance staff. The solution would be to grind off the bolts and patch the hole in the ceiling.
  - At the entry, there is a light fixture that protrudes down and interfere with the door functionality. This was not in scope for the contractor and can be addressed via a change order or by the Port of Olympia staff.
- **Men's Restroom:** The men's restroom was completed and in operation. The following items were observed and need to be addressed before closeout:
  - The toilet partitions need to be anchored to the exterior wall at the top rail.
  - Threaded bolts protrude from the ceiling that were used to attach the rail from the previous toilet partitions. This is an out-of-scope item for the Contractor that can be addressed via a change order or by the Port of Olympia maintenance staff. The solution would be to grind off the bolts and patch the hole in the ceiling.

*The comments described herein were made from a brief walk-through that was intended to examine construction progress for general conformance with the plans and details. This is not to be interpreted as an official inspection, which should still be provided by an independent inspection agency or the building official, as required by the project.*



The work was completed per the contractor requirements and is ready to progress to closeout with the current punch-list. It was discussed that S&W Craftsmen will provide color samples used to the Port of Olympia for maintenance at closeout.

It was also discussed that as part of an asset management plan, it is recommended that a sample of the ceiling be removed and sent for testing for asbestos. Determining if asbestos is present in the ceiling will allow for future renovations and work to be performed without needing additional testing.



# Site Observation Report



Figure 1: ENTRY WAY



Figure 2: COFFEE BAR COUNTERTOP



Figure 4: COFFEE BAR

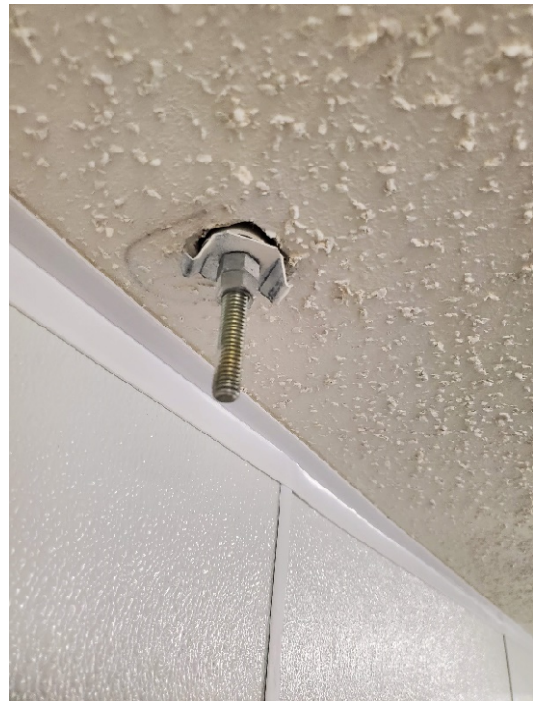


Figure 5: THREADED BOLT FROM CEILING



Figure 5: MEN'S ROOM PARTITION

*The comments described herein were made from a brief walk-through that was intended to examine construction progress for general conformance with the plans and details. This is not to be interpreted as an official inspection, which should still be provided by an independent inspection agency or the building official, as required by the project.*



# Site Observation Report

8729 Commerce Place Dr. NE, Suite A  
Lacey, WA 98516  
360.357.8289 Fax: 360.357.8225

Report No.: 3

Exeltech Job No.: 2211  
Task 2

Job Name: Building 16 (WSP) Tenant Upgrades – Punchlist Walk Through

Date of Observation: 02-23-2023

Time: 9:30 am

Prepared by: Daniel Lillie, PE

Submitted to: \_\_\_\_\_

Distribution: Exeltech File

*Name*

Port of Olympia

*Company*

## Status of Construction:

The scoped work has been completed and substantial completion inspections have been completed. The site walk was to review remaining punch list items to close the project.

## Comments:

- **Coffee Bar:** In the substantial walk through, the caulking along the back splash required cleaning and painting for aesthetic purposes. This is still outstanding and needs to be resolved before the project can be closed out.
- **Women’s Restroom:** The Port of Olympia maintenance staff has requested the following items be addressed:
  - Water pressure on the toilet nearest the door needs to be increased.
  - The hot water tank access door continues to come off and has become a problem for the tenant. Recommendation is to place the door on a hinge since it has been difficult to place the door in the friction clips.
  - The sink nearest the door has a gap in the caulking. Please patch the gap in the caulk at the sink near the door.
- **Men’s Restroom:** The men’s restroom urinal currently is leaking from the handle. In addition to this, the handle needs to be lifted up, instead of down, to flush. It was discussed that a sign would be placed or the handle would need to be adjusted to operate in the conventional way. Please address the urinal handle to stop leaks and correct the flushing direction.

## Action Items:

1. Coffee Bar: Touch up paint on caulk on back splash.
2. Men’s Restroom: Fix urinal handle leak and flush direction.
3. Women’s Restroom: Install hinges on Hot Water Tank access Door.
4. Women’s Restroom: Touch up Caulking at sink.
5. Women’s Restroom: Fix water pressure in toilet nearest door.

Please address the remaining action items within 2 weeks from today.

*The comments described herein were made from a brief walk-through that was intended to examine construction progress for general conformance with the plans and details. This is not to be interpreted as an official inspection, which should still be provided by an independent inspection agency or the building official, as required by the project.*





*Figure 2: COFFEE BAR CAULKING*

*Figure 1: WOMEN'S RESTROOM CAULKING*

PORT OF OLYMPIA  
VOUCHER APPROVAL LISTING, Batch # 5-8,5  
February

GENERAL FUND		
	COMPUTER PREPARED	1,679,115.89
	BOND ACCOUNT PAYMENTS	
	VOIDED WARRANT(S) / ELECTONIC PAYMENT(S)	(810,358.90)
	PAYROLL	
	ELECTRONIC PAYMENTS	216,538.93
		-
	TOTAL GENERAL FUND WARRANTS, BOND ACCOUNT WARRANTS & ELECTRONIC PAYENTS:	<u>1,085,295.92</u>

General Fund Warrants Issued: 086476-086658  
Electronic Payments Issued: 001016-001035  
Bond Account Warrants Issued:  
Payroll Warrants Issued:  
Voided Warrant(s): 085654, 086624, 086625  
Voided Electronic Payment(s):  
Zero Warrants: 010049 & 010050

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: \$1,085,295.92

Warrants over \$200,000: Wayne's Roofing Inc. \$405,010.65

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

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

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

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

PORT OF OLYMPIA  
VOUCHER APPROVAL LISTING  
February

Batch #:  
5

WARRANTS ISSUED:	WARRANT NUMBERS:	
COMPUTER PREPARED issued week ending 02/03/23		130,448.37
COMPUTER PREPARED	086476-086509	
Voided Warrant(s)	085654	(349.96)
Zero Warrant(s)		

PROJECTS:  
COMPUTER PREPARED  
Voided Warrant(s)

ELECTRONIC PAYMENTS:	ACH NUMBERS:	
Electronic Payments, issued week ending 02/03/23		<u>31,619.85</u>
COMPUTER PREPARED	001016-001019	
Voided Warrant(s)		

TOTAL WARRANTS \$ 161,718.26

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  
February

Batch #:  
6

WARRANTS ISSUED:	WARRANT NUMBERS:	
COMPUTER PREPARED, Issued week ending 02/10/23		178,469.16
COMPUTER PREPARED	086510-086569	
Voided Warrant(s)		
Zero Warrant(s)		
PROJECTS:		
COMPUTER PREPARED		-
Voided Warrant(s)		-
ELECTRONIC PAYMENTS:	ACH NUMBERS:	
Electronic Payments, issued week ending 02/10/23		52,698.98
COMPUTER PREPARED	001020-001022	
Voided Warrant(s)		
		<hr/>
	TOTAL WARRANTS	<u>\$ 231,168.14</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  
February

Batch #:  
7

WARRANTS ISSUED:	WARRANT NUMBERS:	
COMPUTER PREPARED, Issued week ending 02/17/23		98,726.26
COMPUTER PREPARED	086570-086623	
Voided Warrant(s)		
Zero Checks		
PROJECTS:		
COMPUTER PREPARED		
Voided Warrant(s)		
ELECTRONIC PAYMENTS:	ACH NUMBERS:	
Electronic Payments, issued week ending 02/17/23		64,427.23
COMPUTER PREPARED	001023-001029	
Voided Warrant(s)		
		<hr/>
	TOTAL WARRANTS	<u>\$ 163,153.49</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".

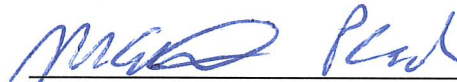
  
\_\_\_\_\_  
Matt Peach, Finance Director

PORT OF OLYMPIA  
VOUCHER APPROVAL LISTING  
February

Batch #:  
8

WARRANTS ISSUED:	WARRANT NUMBERS:	
COMPUTER PREPARED issued week ending 02/24/23		1,271,472.10
COMPUTER PREPARED	086624-086658	-
Voided Warrant(s)	086624 & 086625	(810,008.94)
Zero Checks	010049 & 010050	-
PROJECTS:		
COMPUTER PREPARED		-
Voided Warrant(s)		-
ELECTRONIC PAYMENTS:	ACH NUMBERS:	
Electronic Payments, issued week ending 02/24/23		<u>32,307.09</u>
COMPUTER PREPARED	001030-001033	
Voided Warrant(s)		
	TOTAL WARRANTS	<u>\$ 493,770.25</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".

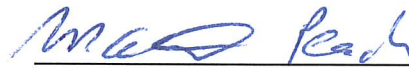
  
\_\_\_\_\_  
Matt Peach, Controller

PORT OF OLYMPIA  
VOUCHER APPROVAL LISTING  
February

Batch #:  
8.5

WARRANTS ISSUED:	WARRANT NUMBERS:	
COMPUTER PREPARED issued partial week ending 02/28/23		-
COMPUTER PREPARED		-
Voided Warrant(s)		
Zero Checks		
PROJECTS:		
COMPUTER PREPARED		-
Voided Warrant(s)		-
ELECTRONIC PAYMENTS:	ACH NUMBERS:	
Electronic Payments, issued partial week ending 02/28/23		35,485.78
COMPUTER PREPARED	001034 & 001035	
Voided Warrant(s)		
	TOTAL WARRANTS	<u>\$ 35,485.78</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, Controller



## Commission Meeting Minutes Monday, January 9, 2023

Commission President Bob Iyall called the Commission Meeting of January 9, 2023 to order at 5:30 p.m. at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington.

### **Present**

Commissioner: Bob Iyall, President; Amy Evans Harding, Vice President; and Joe Downing, Secretary.

Staff: Sam Gibboney, Executive Director; Rick Hughes, Port General Counsel; Lisa Parks, Executive Services Director; Rudy Rudolph, Operations Director; Matt Peach, Finance Director; Warren Hendrickson, Airport Senior Manager; Ben McDonald, HR and Administrative Director; Danny Kim, GL Accountant; and Hannah Ellis, Accounting Coordinator.

Guest: Bruce Beckett, The Beckett Group.

Public: Thirteen attendees.

### **Approval of Agenda**

Commissioner Evans Harding moved to approve the agenda as presented; Commissioner Downing seconded the motion. Motion passed unanimously.

### **Executive Director Report**

Executive Director Sam Gibboney reported on recent Port events and activity.

### **Public Comment**

Eleven individuals provided comments.

### **Consent Calendar**

It was moved by Commissioner Downing and seconded by Commissioner Evans Harding to approve the Consent Agenda as presented. The motion passed unanimously.

### **Pending Issues**

Sam Gibboney, Executive Director, provided brief updates to the CACC letter and Marine Center contracts on the list of Pending Issues. There was no update on the FAA Land Release.

### **Action Calendar**

No items on the Action Calendar.

### **Action/Other Calendar**

Election of Officers. A slate of officers for the 2023 year was discussed:

*Motion 2023-01: Commissioner Downing moved to appoint the following Port of Olympia Commission officers to serve during calendar year, 2023: Commissioner Amy Evans Harding as President; Commissioner Joe Downing as Vice President; and Commissioner Bob Iyall as Secretary. Commissioner Evans Harding seconded the motion. Motion approved unanimously.*



Commissioner Committee Assignments

*Motion 2023-02: Commissioner Iyall moved to approve Commission Committee Assignments for calendar year 2023 as follows:*

<b>Entity/Group/Board</b>	<b>Scheduled Meeting</b>	<b>Commissioner</b>
Visitors Convention Bureau (VCB)	Monthly 3 <sup>rd</sup> Tuesday 3:30 PM	Commissioner Evans Harding
Thurston County Chamber	Monthly 2 <sup>nd</sup> Wednesday 11:30 AM	Commissioner Downing
Transportation Policy Board	Monthly 2 <sup>nd</sup> Wednesday 7:00 AM	Commissioner Downing
Solid Waste Advisory Committee	Monthly 1 <sup>st</sup> Wednesday 10:00 AM	Commissioner Downing
Tenino Chamber	Monthly 3 <sup>rd</sup> Wednesday 11:30 AM	Commissioner Iyall
Economic Development Council	Monthly 4 <sup>th</sup> Wednesday 12:00 PM	Commissioner Evans Harding and Commissioner Downing
Yelm Chamber	Monthly 2 <sup>nd</sup> Tuesday 11:30 AM	Commissioner Iyall
Lacey Chamber	Monthly 1 <sup>st</sup> Wednesday 11:30 AM	Commissioner Downing
Makers Space	Monthly 2 <sup>nd</sup> Tuesday 4:00 PM	Commissioner Iyall
Thurston Regional Planning Council	Monthly 1 <sup>st</sup> Friday 8:30 AM	Commissioner Evans Harding
Capital Lake-Deschutes Estuary Executive Work Group	Scheduled Quarterly	Commissioner Downing
Sea Level Rise Collaborative: Executive Committee	Scheduled Quarterly	Commissioner Iyall
Tumwater Chamber	Monthly 3 <sup>rd</sup> Wednesday 11:30 PM	Commissioner Evans Harding
Grand Mound Rochester Chamber	Monthly 1 <sup>st</sup> Wednesday 12:00 PM	Commissioner Evans Harding
STEDI (South Thurston Econ. Dev. Initiative)	Monthly 3 <sup>rd</sup> Friday 8:00 AM	Commissioner Iyall
Washington Public Ports Association Trustee	Two Annual Meetings & as Needed	Commissioner Evans Harding
Joint Base Lewis McChord Community Connector Program Representative	Scheduled as Needed	Commissioner Iyall

*Commissioner Downing seconded the motion. Motion approved unanimously.*

Yearly Commission Meeting Calendar – Consistent with Article IV, Section A of the Rules Resolution, the Commission is to adopt a calendar of its regular meetings at the first of the year, or as soon as possible. Lisa Parks, Executive Services Director shared the 2023 Commission Meeting schedule, establishing the annual schedule of regular meetings and work sessions.

The Port of Olympia Board of Commissioners 2023 Commission Meeting Schedule: Regular Meetings are scheduled on the second and fourth Monday at 5:30 p.m. except as specifically identified below. Work Sessions are scheduled on the third Monday at 2:30 p.m. except as specifically identified below.

## **January**

Monday, January 9, Commission Meeting  
Tuesday, January 17, Work Session  
Monday, January 23, Commission Meeting

## **February**

Monday, February 13, Commission Meeting  
Tuesday, February 21, Work Session  
Monday, February 27, Commission Meeting

## **March**

Monday, March 13, Commission Meeting  
Monday, March 20, Work Session  
Monday, March 27, Commission Meeting

## **April**

Monday, April 10, Commission Meeting  
Monday, April 17, Work Session  
Monday, April 24, Commission Meeting

## **May**

Monday, May 8, Commission Meeting  
Monday, May 15, Work Session  
Monday, May 22, Commission Meeting

## **June**

Monday, June 12, Commission Meeting  
Tuesday, June 20, Work Session  
Monday, June 26, Commission Meeting

## **July**

Monday, July 10, Commission Meeting  
Monday, July 17, Work Session  
Monday, July 24, Commission Meeting

## **August**

Monday, August 14, Commission Meeting

## **September**

Monday, September 11, Commission Meeting  
Monday, September 18, Work Session  
Monday, September 25, Commission Meeting

## **October**

Monday, October 9, Commission Meeting  
Monday, October 16, Work Session  
Monday, October 23, Commission Meeting

## **November**

Monday, November 13, Commission Meeting  
Monday, November 20, Work Session  
Monday, November 27, Commission Meeting

## **December**

Monday, December 11, Commission Meeting

*Motion 2023-03: Commissioner Iyall moved to approve the 2023 Commission Meeting Schedule as presented. Commissioner Downing seconded the motion. Motion passed unanimously.*

Resolution 2023-01 Surplus Property Disposal Dollar Limit - Lisa Parks, Executive Services Director shared background on RCW 53.08.090 – Commission may annual authorize the Executive Director to sell port property below a stated value limit by Resolution.

*Motion 2023-04: Commissioner Downing moved to approve Resolution 2023-01, authorizing the Executive Director to dispose of surplus Port District personal property of less than \$20,681 in individual value for calendar year 2023. Commissioner Iyall seconded the motion. Motion passed unanimously.*

Thurston Regional Planning Council Letter – Rudy Rudolph, Operations Director shared the letter that the Thurston Regional Planning Council drafted to the Commercial Aviation Coordinating Committee opposing consideration of the Central Thurston County location as a potential site for developing a new two-runway airport. Commission discussion followed. No action was taken on this agenda item.

**Public Comment on Action/Other Items:**

None.

**Advisory Calendar**

State Legislative Issues and Strategy - Lisa Parks, Executive Services Director and Bruce Beckett, The Beckett Group, provided an overview of the 2023 Washington State legislative agenda for the Washington Public Ports Association, the Thurston Region Shared Legislative Agenda and the Port of Olympia. Next steps were also discussed.

Third Quarter Financial Results – Matt Peach, Finance Director, presented the 2022 Financial Report for the third quarter.

Crossroads Strategies Agreement Amendment No. 1 - Lisa Parks, Executive Services Director provided background on the current agreement, proposed changes and next steps.

**Public Comment on Advisory Items**

None.

**Commissioner Reports/Discussion**

Each commissioner provided an update of their current activities in the community.

**Other Business**

None.

**Meeting Announcements**

Executive Director Gibboney provided information on upcoming Commission meetings.

**Adjournment**

The meeting adjourned at 8:34 p.m.

PORT OF OLYMPIA COMMISSION

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President, Amy Evans Harding

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Vice President, Joe Downing

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Secretary, Bob Iyall



**Commission Work Session Minutes  
Tuesday, January 17, 2023**

Commission President Amy Evans Harding called the Commission Work Session of January 17, 2023 to order at 2:31 p.m. at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, In Olympia, Washington.

**Present**

Commissioners: Amy Evans Harding, President, and Joe Downing, Vice President.

Attended Virtually: Commissioner Bob Iyall, Secretary.

Staff: Sam Gibboney, Executive Director; Rick Hughes, General Counsel; Lisa Parks, Executive Services Director; Rudy Rudolph, Operations Director; and Missy Goodell, Executive and Commission Coordinator.

Guests: Mary Kay Clunies-Ross, Sunshine Communications.

**Approval of Agenda**

Commissioner Downing moved to approve the agenda. Seconded by Commissioner Iyall. Commissioner Downing moved to amend the agenda to add a discussion of KGY. Commissioner Evans Harding seconded the motion. Motion passed unanimously.

Commissioner Evans Harding moved to amend the amended agenda to add the topic of "Future Meetings" after Delegation of Authority and before the added topic of KGY. Commissioner Downing seconded the motion. Motion approved unanimously.

Commissioner Evans Harding moved to further amend the agenda to add the topic of a Listening Session with Washington State Department of Transportation regarding their I-5 Corridor Improvements. Commissioner Iyall seconded the motion. Motion passed unanimously.

Commissioner Downing moved to approve the agenda as amended. Commissioner Iyall seconded the motion. Motion passed unanimously.

**Port Reputational Research Report from Sunshine Communications**

Lisa Parks, Executive Services Director and Mary Kay Clunies-Ross of Sunshine Communications updated the commission with results of the recent Port Reputational report.

**Delegation of Authority**

Rick Hughes, General Counsel, provided an overview of the Delegation of Authority policy.

### **Future Meetings**

The commission discussed holding an additional meeting each month, an "Agenda Setting Meeting" to be held the first Monday of each month from 4:00 to 5:00 pm. February 6 will be the first Agenda Setting Meeting.

### **KGY Update**

Commissioner Downing would like an update on the KGY lease and the possibility of the lease being extended, and the building's historic designation.

### **I-5 Corridor Improvements and Department of Transportation Listening Session**

Sam Gibboney, Executive Director, informed the commission that the Washington State Department of Transportation has asked stakeholders (both staff and commissioners) to participate in their upcoming Listening Sessions regarding the I-5 Corridor. Commissioners were asked if they were interested in participating; all three commissioners indicated they would be interested. Listening Session dates will be determined soon and will be held virtually.

### **Upcoming Topics**

Sam Gibboney, Executive Director, shared a list of upcoming topics at future commission meetings.

### **Adjournment**

The meeting adjourned at 4:23 p.m.

PORT OF OLYMPIA COMMISSION

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President, Amy Evans Harding

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Vice President, Joe Downing

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Secretary, Bob Iyall



**Commission Meeting Minutes  
Monday, January 23, 2023**

Commission President Amy Evans Harding called the Commission Meeting of January 23, 2023 to order at 5:31 p.m. at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington.

**Present**

Commissioners: Amy Evans Harding, President and Bob Iyall, Secretary.

Virtual Attendance: Commissioner Joe Downing, Vice President.

Staff: Sam Gibboney, Executive Director; Rick Hughes, Port General Counsel; Lisa Parks, Executive Services Director; Rudy Rudolph, Operations Director, Warren Hendrickson, Senior Airport Manager; Hannah Ellis, Accounting Coordinator; and Missy Goodell, Executive and Commission Coordinator.

Guest: Dan Penrose, SCJ Alliance.

Public: Two attendees.

**Executive Session**

Commissioner Evans Harding reported that an executive session was held from 4:00 to 5:15 p.m. to review the performance of an employee (RCW 42.30.110(1)(g)). No action was taken and no decisions were made during this executive session.

**Approval of Agenda**

Commissioner Evans Harding moved to approve the agenda as presented; Commissioner Iyall seconded. Motion passed unanimously.

**Executive Director Report**

Executive Director Sam Gibboney reported on recent Port events and activities.

**Public Comment**

Two individuals provided comments.

**Consent Calendar**

There were no items on the Consent Calendar.

**Pending Issues or Business**

There were no updates to Pending Issues.

## Action Calendar

Crossroads Strategies Agreement Amendment No. 1. Lisa Parks, Executive Services Director, provided an update on the Crossroads Strategies Agreement Amendment No. 1.

*Motion 2023-05: Commissioner Iyall moved to authorize the Executive Director to sign a contract amendment with Crossroads Strategies, LLC to continue providing Federal lobbying services, extending the term of the agreement through December 31, 2023 and adding \$85,000, for a new total NTE amount of \$135,000. Commissioner Downing seconded the motion; motion passed unanimously.*

## Action/Other Calendar

CACC Letter. Rudy Rudolph, Operations Director provided information on the draft follow-on letter to the Commercial Aviation Coordinating Commission (CACC), clarifying the Port Commission position on the Olympia Airport role in meeting the future aviation capacity needs of the state of Washington.

No action was taken on this agenda item.

Ratification of POCAC Terms. Dan Penrose with SCJ Alliance presented information on the decision to increase the number of POCAC members from 9 to 17 and the results of applications, interviews and appointment of 10 new members to the POCAC.

<u>Current POCAC Members</u>		<u>Term</u>	<u>District</u>
Position 1	Joel Hansen	Jan 2020 thru Dec 2023	3
Position 2	Deborah Pattin, Chair	Jan 2018 thru Dec 2023	3
Position 3	Tom Szymoniak	Jan 2019 thru Dec 2024	3
Position 4	Cameron Wilson	Jan 2018 thru Dec 2023	1
 <u>New POCAC Members</u>			
Position 5	Bob Butts	Jan 2023 thru Dec 2025	1
Position 6	Don Krug	Jan 2023 thru Dec 2025	1
Position 7	Anthony Hemstad	Jan 2023 thru Dec 2025	3
Position 8	Darlene Kemery	Jan 2023 thru Dec 2025	3
Position 9	James Thornton	Jan 2023 thru Dec 2024	2
Position 10	Shannon Glenn	Jan 2023 thru Dec 2024	1
Position 11	Bob Wubbena	Jan 2023 thru Dec 2024	1
Position 12	Quentin Phillips	Jan 2023 thru Dec 2023	3
Position 13	Harry Branch	Jan 2023 thru Dec 2023	1
Position 14	Sue Patnude	Jan 2023 thru Dec 2023	3
Positions 15, 16, 17		OPEN	

*Motion 2023-06: Commissioner Downing moved to ratify the roster of POCAC positions and their assigned terms, as presented. Commissioner Iyall seconded the motion; motion passed unanimously.*

## Public Comment on Action/Other Items:

One individual provided comments.

**Advisory Calendar**

None.

**Public Comment on Advisory Items**

None.

**Commissioner Reports/Discussion**

Each commissioner provided an update of their current activities in the community.

**Other Business**

None.

**Meeting Announcements**

Executive Director Gibboney provided information on upcoming Commission meetings.

**Adjournment**

The meeting adjourned at 6:25 p.m.

PORT OF OLYMPIA COMMISSION

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President, Amy Evans Harding

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Vice President, Joe Downing

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Secretary, Bob Iyall





**Commission Agenda Setting Meeting Minutes  
Monday, February 6, 2023**

Commission President Amy Harding called the Commission Meeting of February 6, 2023 to order at 4:22 p.m. at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington.

**Present**

Commissioner: Amy Harding, President; Joe Downing, Vice President; and Bob Iyall, Secretary.

Staff: Sam Gibboney, Executive Director and Missy Goodell, Executive and Commission Coordinator.

**Approval of Agenda**

Commissioner Iyall moved to approve the agenda as presented; Commissioner Downing seconded the motion. Motion passed unanimously.

**Discussion Topics**

Commissioners discussed the following topics:

- The purpose of Agenda Setting Meetings
- Year-at-a-Glance tracking document
- Upcoming Topics Document
- 2023 Annual Work Plan and Events tracking document
- Public Comment – Bring in Ann McFarland for a Work Session topic
- KGY building update
- Off Site Commission meetings
- Purchase Mitigation credits

**Adjournment**

The meeting adjourned at 5:19 p.m.

PORT OF OLYMPIA COMMISSION

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President, Amy Harding

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Vice President, Joe Downing

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Secretary, Bob Iyall



**Commission Meeting Minutes  
Monday, February 13, 2023**

Commission Secretary Bob Iyall called the Commission Meeting of February 13, 2023 to order at 5:31 p.m. at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington.

**Present**

Commissioner: Bob Iyall, Secretary.

Attended Virtually: Commissioner Amy Evans Harding, President.

Excused: Commissioner Joe Downing, Vice President.

Staff: Sam Gibboney, Executive Director; Rick Hughes, Port General Counsel; Lisa Parks, Executive Services Director; Rudy Rudolph, Operations Director; Ben McDonald, HR and Administrative Director; Danny Kim, GL Accountant; and Missy Goodell, Executive and Commission Coordinator.

Public: Twenty attendees.

**Approval of Agenda**

*Commissioner Evans Harding moved to approve the agenda as presented; Commissioner Iyall seconded the motion. Motion passed unanimously.*

**Executive Director Report**

Executive Director Sam Gibboney reported on recent Port events and activity.

**Public Comment**

Eleven individuals provided comments.

**Consent Calendar**

It was moved by Commissioner Evans Harding and seconded by Commissioner Iyall to approve the Consent Agenda as presented. The Consent Agenda passed.

**Pending Issues**

There were no updates to Pending Issues.

**Action Calendar**

No items on the Action Calendar.

**Action/Other Calendar**

CBC Building 3 Roof Replacement Project Final Acceptance. Lisa Parks, Executive Services Director, provided background on the CBC Building 3 Roof Replacement Project, requesting commission action for final compensation to the contractor to formally complete the project.

*Motion 2023-07: Commissioner Evans Harding moved to authorize final acceptance of the work performed under contract 2022-1038 – CBC Building 3 Roof Replacement, and to authorize payment in the amount of \$424,389.15. Commissioner Iyall seconded the motion. Motion passed unanimously.*

**Public Comment on Action/Other Items:**

None.

**Advisory Calendar**

No items on the Advisory Calendar.

**Public Comment on Advisory Items**

None.

**Commissioner Reports/Discussion**

Each commissioner provided an update of their current activities in the community.

**Other Business**

None.

**Meeting Announcements**

Executive Director Gibboney provided information on upcoming Commission meetings.

**Adjournment**

The meeting adjourned at 6:08 p.m.

PORT OF OLYMPIA COMMISSION

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President, Amy Evans Harding

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Vice President, Joe Downing

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Secretary, Bob Iyall



**Commission Work Session Minutes  
Tuesday, February 21, 2023**

Commission President Amy Evans Harding called the Commission Work Session of February 21, 2023 to order at 2:31 p.m. at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, In Olympia, Washington.

**Present**

Commissioners: Amy Evans Harding, President, Joe Downing, Vice President and Bob Iyall, Secretary.

Staff: Sam Gibboney, Executive Director; Lisa Parks, Executive Services Director; Rudy Rudolph, Operations Director; Ben McDonald, HR and Administrative Director; Warren Hendrickson, Airport Senior Manager; Danny Kim, GL Accountant; and Missy Goodell, Executive and Commission Coordinator.

**Approval of Agenda**

Commissioner Iyall moved to approve the agenda. Seconded by Commissioner Downing. Motion approved unanimously.

Commissioner Downing moved to amend the agenda to add a discussion regarding the Regional Fire Authority and the Ports' role after the Airport Master Plan Process. Commissioner Iyall seconded the motion to amend the agenda. Motion passed unanimously.

Commissioner Iyall moved to accept the amended agenda; Commissioner Downing seconded motion. Motion approved unanimously.

Commissioner Evans Harding moved to further amend the agenda to add the topic of a Listening Session with Washington State Department of Transportation regarding their I-5 Corridor Improvements. Commissioner Iyall seconded the motion. Motion passed unanimously.

Commissioner Downing moved to approve the agenda as amended. Commissioner Iyall seconded the motion. Motion passed unanimously.

**Delegation of Authority**

Sam Gibboney, Executive Director, provided an overview of the Delegation of Authority policy.

**Airport Master Plan Process and Airport Financial Obligations**

Warren Hendrickson, Airport Senior Manager, presented an overview of the Airport Master Plan process and the financial obligations of the airport.

### **Regional Fire Authority (RFA) and the Port's Role**

Commissioner Downing wanted to discuss how the port might be impacted financially. He would like the issue discussed and to perhaps have the entire Port of Olympia Commission support the Tumwater Fire Authority.

Pros and cons of taking a formal position were discussed and service to our port facilities was also discussed. How does the RFA affect that service?

The Executive Director was directed to provide information on this topic (for example, how this might impact our properties), then if there is a desire to move forward, an analysis of commissioner opinions may be warranted.

### **Upcoming Topics**

Sam Gibboney, Executive Director, shared a list of upcoming topics at future commission meetings.

### **Adjournment**

The meeting adjourned at 4:27 p.m.

PORT OF OLYMPIA COMMISSION

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President, Amy Evans Harding

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Vice President, Joe Downing

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Secretary, Bob Iyall



## Commission Meeting Minutes Monday, February 27, 2023

Commission President Amy Evans Harding called the Commission Meeting of February 27, 2023 to order at 5:30 p.m. at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington.

### **Present**

Commissioner: Amy Evans Harding, President; Bob Iyall, Secretary.

Attended Virtually: Commissioner Joe Downing, Vice President.

Staff: Rudy Rudolph, Operations Director; Rick Hughes, Port General Counsel; Lisa Parks, Executive Services Director; Hannah Ellis, Accounting Coordinator; and Missy Goodell, Executive and Commission Coordinator.

Public: Three attendees.

Guests: Perry England and Andy Kaplowitz, MacDonald Miller, and Bernard Jackson, Department of Enterprise Services, Energy Program.

### **Approval of Agenda**

Commissioner Iyall moved to approve the agenda as presented; Commissioner Downing seconded the motion. Motion passed unanimously.

### **Executive Director Report**

Operations Director Rudy Rudolph reported on recent Port events and activities.

### **Public Comment**

Two individuals provided comments.

### **Consent Calendar**

There were no items on the Consent Calendar.

### **Pending Issues**

Rudy Rudolph, Operations Director, provided a brief update on the FAA Land Release.

### **Action Calendar**

There were no items on the Action Calendar.

**Action/Other Calendar**

Department of Enterprise Services (DES) Energy Savings Program Interagency Agreement. Lisa Parks, Executive Services Director, provided background on the DES Energy Savings Program Interagency Agreement, requesting commission action for this important tool to assist with port efforts to support the Thurston Climate Mitigation Plan.

*Motion 2023-08: Commissioner Iyall moved to authorize the Executive Director to sign the Interagency Agreement between Port of Olympia and Washington State Department of Enterprise Services Energy Program, as presented. Commissioner Downing seconded the motion. Motion passed unanimously.*

**Public Comment on Action/Other Items:**

Four individuals provided comments.

**Advisory Calendar**

No items on the Advisory Calendar.

**Public Comment on Advisory Items**

None.

**Commissioner Reports/Discussion**

Each commissioner provided an update of their current activities in the community.

**Other Business**

None.

**Meeting Announcements**

Operations Director Rudolph provided information on upcoming Commission meetings.

**Adjournment**

The meeting adjourned at 6:22 p.m.

PORT OF OLYMPIA COMMISSION

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President, Amy Evans Harding

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Vice President, Joe Downing

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Secretary, Bob Iyall



**Commission Agenda Setting Meeting Minutes  
Monday, March 6, 2023**

Commission President Amy Harding called the Commission Meeting of March 6, 2023 to order at 4:01 p.m. at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington.

**Present**

Commissioner: Amy Harding, President; Bob Iyall, Secretary.

Attended Virtually: Commissioner Joe Downing, Vice President.

Staff: Rudy Rudolph, Operations Director and Missy Goodell, Executive and Commission Coordinator.

**Approval of Agenda**

Commissioner Iyall moved to approve the agenda as presented; Commissioner Harding seconded the motion. Motion passed unanimously.

**Discussion Topics**

Commissioners discussed the following topics:

- Pay raise for commissioners
- Joint meetings with Tenino, Tumwater and Lacey
- Port Staff providing quarterly operational updates to the Commission
- Pending Items purpose on the agenda
- Check Lists – their purpose and process
- Retreat action plan
- POCAC application process status

**Adjournment**

The meeting adjourned at 4:59 p.m.

PORT OF OLYMPIA COMMISSION

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President, Amy Harding

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Vice President, Joe Downing

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Secretary, Bob Iyall





**Commission Meeting Minutes  
Monday, March 13, 2023**

Commission President Amy Harding called the Commission Meeting of March 13, 2023 to order at 5:30 p.m. at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington.

**Present**

Commissioners: Amy Harding, President; and Bob Iyall, Secretary.

Attended Remotely: Commissioner Joe Downing, Vice President.

Staff: Sam Gibboney, Executive Director; Rudy Rudolph, Operations Director; Rick Hughes, Port General Counsel; Lisa Parks, Executive Services Director; Warren Hendrickson, Airport Senior Manager; Danny Kim, GL Accountant; and Missy Goodell, Executive and Commission Coordinator.

Public: Eight attendees attended virtually over Zoom.

**Approval of Agenda**

Commissioner Iyall moved to approve the agenda as presented; Commissioner Downing made a motion to move Items #2 and #4 from the Consent Agenda to the Action Calendar: #2. Spanafac Lease and #4. Bills and Vouchers. Commissioner Iyall seconded the motion. Motion passed unanimously.

Commissioner Downing moved to approve the agenda as amended; Commissioner Iyall seconded the motion. Motion passed unanimously.

**Executive Director Report**

Executive Director Sam Gibboney reported on recent Port events and activities.

**Public Comment**

None.

**Consent Calendar**

Commissioner Iyall moved to approve the Consent Calendar as amended. Commissioner Downing seconded. Motion passed unanimously.

**Pending Issues**

There was no update to Pending Issues.

## **Action Calendar**

Spanafac Lease. Warren Hendrickson, Airport Senior Manager, provided an update to the Spanafac Ground Lease.

*Motion 2023-09: Commissioner Iyall moved to approve the Spanafac Ground Lease as presented. Commissioner Downing seconded the motion. The public was asked if they wished to provide comments. No public comments were offered.*

Bills and Vouchers. Executive Director Sam Gibboney provided historical information regarding the Sweeper that was purchased.

*Motion 2023-10: Commissioner Iyall moved to approve Bills and Vouchers as presented. Commissioner Iyall seconded the motion. Motion passed unanimously.*

Commissioner Harding asked for public comment; no public comment offered.

## **Action/Other Calendar**

There were no items on the Action/Other Calendar.

## **Public Comment on Action/Other Items:**

No comments were provided.

## **Advisory Calendar**

Resolution 2023-XX Economic Development Corporation (EDC) Revision – Lisa Parks, Executive Services Director, gave historical background and the purpose of the Port of Olympia's Economic Development Corporation. A background of proposed EDC Resolution changes was also provided. The Commission was asked to provide their preference for the make-up of the EDC Board: Alternative #1: Consist of 5 Port Commissioners and 2 Appointed Citizens, or Alternative #2: Only the 5 Port Commissioners would be EDC Board Members. The Commissioners unanimously preferred Alternative #2, to have only the 5 Port Commissioners serve as EDC members.

## **Public Comment on Advisory Items**

None.

## **Commissioner Reports/Discussion**

Each commissioner provided an update of their current activities in the community.

## **Other Business**

Commissioner Iyall proposed that the Budd Inlet project and the 5<sup>th</sup> Avenue Dam Removal projects be added to an upcoming agenda to assist legislative members to gain more confidence and to support each of the projects. This request was supported by all Commissioners.

## **Meeting Announcements**

Executive Director Sam Gibboney provided information on upcoming Commission meetings.

**Adjournment**

The meeting adjourned at 6:21 p.m.

PORT OF OLYMPIA COMMISSION

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President, Amy Harding

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Vice President, Joe Downing

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Secretary, Bob Iyall

## COVER MEMO

**Briefing Date/Time:** April 24, 2023  
**Staff Contact/Title:** Danny Kim, GL Accountant 360.528.8021  
[DannyK@portolympia.com](mailto:DannyK@portolympia.com)  
**Subject:** Small Cities Awards  
**Purpose:**  Information Only  Decision Needed

### **Background/Overview:**

The Port began its Small City Economic Development Program in 2011. The program provides up to \$10,000 in matching funds for each small city with qualifying economic development projects in Thurston County. Applications for 2023 funding were due on April 6th. Four cities have submitted a request.

In 2022, the Port funded the following projects:

Rainier:	\$10,000	Wilkowski Park Baseball Field
Tenino:	\$10,000	Façade Improvement
Yelm:	\$10,000	Sidewalk to the Community Garden

This year, in 2023, the small cities have submitted applications for the following projects:

Bucoda:	\$10,000	Historic Gym Preservation
Rainier:	\$10,000	Wilkowski Park Security Cameras
Tenino:	\$10,000	Music in the Park
Yelm:	\$10,000	Solar Street Lights

### **Documents Attached:**

PowerPoint Presentation

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

\$40,000 in Non-Operating expenses (\$10,000 for each of the small cities).

### **Affected Parties:**

The Cities of Bucoda, Rainier, Tenino and Yelm are directly affected.

### **Staff Recommendation:**

Authorize staff to inform each of the cities of the award.

### **Next Steps/Timeframe:**

Cities to finish projects, send copies of invoices and to receive funds after project completion.

# Small Cities Program Approval

April 24, 2023  
Danny Kim  
GL Accountant

1

## Background

- Started in 2011
- Qualifying cities : Bucoda, Rainier, Tenino, Yelm
- Applications due April 7<sup>th</sup>
- Port reviews qualifying projects
- Commission approves awards on the April 24<sup>th</sup> Commission Meeting



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## 2023 Proposals

- Bucoda: \$10,000 Historic Gym Preservation
- Rainier: \$10,000 Wilkowski Park Security Cameras
- Tenino: \$10,000 Music in the Park
- Yelm: \$10,000 Solar Street Lights

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## Small City Program

*Proposed motion:*

*Move to approve the 2023 Small Cities Program awards and authorize the Executive Director to execute agreements with each of cities for \$10,000 each with a total program amount not to exceed \$40,000.*

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## COMMISSION MEETING

<b><u>BRIEFING DATE/TIME:</u></b>	<b>April 24, 2023</b>
<b><u>DEPARTMENT:</u></b>	<b>Executive</b>
<b><u>STAFF CONTACT:</u></b>	<b>Sam Gibboney, Executive Director Telephone: 360.528.8001 Email: samg@portolympia.com</b>
<b><u>TOPIC:</u></b>	<b>Letter of Support for Capital Budget Request</b>
<b><u>PURPOSE:</u></b> <i>Check all that apply</i>	<input type="checkbox"/> Information only <input checked="" type="checkbox"/> Decision needed <input type="checkbox"/> Follow up from previous briefing
<b><u>BACKGROUND &amp; OVERVIEW:</u></b>	
The attached letter in support of a State Capital Budget request was transmitted to the Capital Budget Committee on April 7, 2023.  It is anticipated that the 2023 legislative session will adjourn on April 23, 2023	
<b><u>DOCUMENTS ATTACHED:</u></b>	
▪ LETTER OF SUPPORT FOR CAPITAL BUDGET REQUEST	
<b><u>AFFECTED PARTIES:</u></b>	
Jurisdictional partners listed on letter, State Capital Budget Committee Members, Squaxin Island Tribe	

April 7, 2023

Senator Mark Mullet  
Senate Ways & Means Committee  
415 Legislative Building  
Olympia, WA 98504

Representative Steve Tharinger  
House Capital Budget Committee  
314 John L. O'Brien Building  
Olympia, WA 98504

Senator Mark Schoesler  
Senate Ways & Means Committee  
417 Legislative Building  
Olympia, WA 98504

Representative Mike Steele  
House Capital Budget Committee  
122A Legislative Building  
Olympia, WA 98504

We are writing to collectively express our support for the \$7M capital budget allocation in the 2023-2025 Biennium, for the Design & Permitting of the Deschutes Estuary Long-Term Management Project. The health of the Steh-Chass, the Deschutes River, is a barometer for the health of our community. This is a multi-benefit and highly visible project located at the base of our state's capitol campus and the southernmost tip of our iconic Puget Sound.

The timing of this project is important, as the EIS just concluded in October of last year. Federal funding will substantially reduce state cost, and this next step will allow Enterprise Services and the Squaxin Island Tribe to pursue federal funding for construction. The Managed Lake Alternative would not be competitive for federal or other grant funding.

This project will realize significant improvements to environmental conditions including:

- Addresses chronic state water quality violations.
- Reduces flood levels in the susceptible downtown area.
- Eradicates +12 invasive species from Capitol Lake.
- Restores valuable estuarine habitat for salmon, shellfish, and sensitive species.
- Establishes 85 acres of ecologically diverse habitat areas.
- Creates wetland habitat that results in **long-term carbon sequestration**, and reduces methane production from the freshwater environment.

Our effort is supported largely, by the Squaxin Island Tribe, City of Olympia, City of Tumwater, Thurston County, Department of Natural Resources, Department of Fish and Wildlife, and LOTT, which provides wastewater for the local surrounding governments. Through extensive technical analysis, estuary restoration was determined to provide the broadest range of benefits, the lowest overall costs, and has the most community support.

One of the important aspects of the timing of this funding is the potential to use Deschutes River sediment to naturally cover areas of low contamination in West Bay. This next phase supports coordinated design with sediment remediation. This benefit can only be realized if design for estuary restoration is concurrent with Port cleanup effort beginning in 2023–2025.



Sediment transported downstream will cover areas of low contamination, avoiding dredging costs.

Budd Inlet cleanup and Deschutes Estuary projects will have remarkable and compounding benefits to natural systems, tribal resources, and the local economy. The design of these projects should be coordinated and concurrent.

We appreciate your support for this important step forward in the 2023-25 biennium.

Sincerely,

Squaxin Island Tribe  
City of Olympia  
City of Tumwater  
City of Lacey  
Thurston County  
LOTT



## COVER MEMO

**Briefing Date/Time:** April 24, 2023

**Staff Contact/Title:** Rudy Rudolph, Operations Director, 360.528.1234,  
[rudyr@portolympia.com](mailto:rudyr@portolympia.com))

**Subject:** Surplus Property Resolution

**Purpose:**  Information Only  Decision Needed

### **Background/Overview:**

RCW's 53.08.090 and 53.20.010 outline the procedures to declare property surplus to Port District needs, amend the Comprehensive Scheme of Harbor Improvements (CSHI) to delete the property and allow for negotiated transfer.

### **Documents Attached:**

PowerPoint  
Surplus Property Certification  
Public Notice  
Surplus Property Resolution

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

Sale Proceeds Subject to Real Estate Re-investment Policy

### **Affected Parties:**

Port/LOTT

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

n/a

### **Environmental Considerations:**

n/a

### **Staff Recommendation:**

Port Commission Adoption of Resolution



# Resolution 2023- \_\_ Surplus Property

April 24, 2023  
Rudy Rudolph, AAE  
Operations Director

1

## Background

### *Reference*

- RCW 53.08.090 and RCW 53.20.010
- Resolution to Declare Property 608 Washington Street NE Surplus to Port Needs

2



2

## Background

### *Location*



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## Requirements

### *RCW 53.08.090 & RCW 53.20.010*

- Property Valued > \$10,000 - Disposal by Resolution
- Executive Director Certification to Port Commission
- Public Notice in Newspaper (2x) with 10 days Notice Prior to Commission Action
- Public Hearing
- Commission Resolution

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## Schedule

- Valuation Complete
- Executive Director Certification Complete
- Newspaper Public Notice Complete
- Executive Session Complete
- Commission Advisory 4/24/23
- Public Hearing 5/8/23
- Commission Action on Surplus and CSHI Amendment 5/8/23



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## Certification

- Tax Parcel and Improvements No Longer Needed for Port District Purposes
- Intent to Remove the Listed Improvements From CSHI
- Intent to Amend the Comprehensive Scheme of Harbor Improvements (CSHI)
- Negotiated Transfer to LOTT Clean Water Alliance in the Public Interest

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## Proposed Motion

*.....move to adopt Resolution 2023-\_\_ declaring Thurston County Tax Parcel 78509600000 – described as 608 Washington Street NE, Olympia, WA, 98506, Surplus to Port District Needs, Amending the Comprehensive Scheme of Harbor Improvements to Delete the Property and to Allowing Negotiated Transfer.*

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## **Olympian Legal Notice 041323**

**Public Notice of Port of Olympia Public Hearing Pursuant to RCW 53.20.020.** The Port of Olympia Commission will hold a public Hearing in the Port of Olympia Commission Meeting Room, 626 Columbia St. NW, Olympia, WA, at its regularly scheduled meeting Monday May 8, 2023 at 5:30 PM, to consider a change to the Port Comprehensive Scheme of Harbor Improvements (CSHI) to declare the property at 608 Washington Street NE, Thurston County, (Tax Parcel # 78509600000), as no longer needed for district purposes and to be subsequently sold to the LOTT Cleanwater Alliance.

Per RCW 53.20.020, changes to the CSHI require a public hearing, following public notice by newspaper publication to run once each week for two consecutive weeks, providing ten days advance written notice. Please mail comments to Port of Olympia, Attn: Lisa Parks, 606 Columbia St. NW, Suite 300, Olympia WA, 98501 or email [lisap@portolympia.com](mailto:lisap@portolympia.com).

## Memorandum

**From:** Sam Gibboney, Executive Director   
**To:** Port of Olympia Commissioners  
**Subject:** RCW 53.08.090 Surplus Property Certification  
**Date:** March 29, 2023

Consistent with RCW 53.08.090, the property listed within the Port's Comprehensive Scheme of Harbor Improvements; tax parcel number **78509600000** – described as **608 Washington Street NE, Olympia, WA 98506**, and all of those improvements located on the parcel, including one (1) 850.5 square foot building, is no longer needed for Port district purposes.

Consistent with RCW 53.08.090, a resolution will be brought to the Port Commission consisting of the following:

1. The tax parcel and associated improvements described herein are no longer needed for Port district purposes and are surplus to the Port's needs, and the sale of such property to the LOTT Clean Water Alliance is in the public interest.
2. The Port's Comprehensive Scheme of Harbor Improvements is to be amended to find the described improvements surplus to the Port's needs and to remove listed improvements from the Port's Comprehensive Scheme of Harbor Improvements to permit a negotiated transfer of the same for consideration.



**PORT OF OLYMPIA COMMISSION  
RESOLUTION 2023-**

**A RESOLUTION OF THE PORT OF OLYMPIA COMMISSION PURSUANT TO RCW  
53.08.090 AND 53.20.010  
TO DECLARE PROPERTY SURPLUS TO ITS NEEDS AND TO AMEND ITS  
COMPREHENSIVE SCHEME OF HARBOR IMPROVEMENTS TO DELETE THE  
PROPERTY FROM ITS SCHEME TO ALLOW A NEGOTIATED TRANSFER FOR  
CONSIDERATION.**

**WHEREAS**, pursuant to RCW 53.08.010, the Port of Olympia has adopted a Comprehensive Scheme of Harbor Improvements for the development of harbor improvements, development of industrial lands, and other lands owned by the Port of Olympia, located in Thurston County, Washington; and

**WHEREAS** the Port's ownership of land included within the Port's Comprehensive Scheme of Harbor Improvements includes tax parcel number **78509600000** – **described as 608 Washington Street NE, Olympia, WA 98506**, and all improvements located on the parcel, including one (1) 850.5 square foot building.

**WHEREAS**, pursuant to RCW 53.08.090, on March 29, 2023, the Port's Executive Director or designee has made written certification to the Port of Olympia Commission that the parcel and associated improvements are no longer needed for Port district purposes; and

**WHEREAS**, pursuant to RCW 53.08.090, property that is part of the Port's Comprehensive Scheme of Harbor Improvements shall not be disposed of until the Comprehensive Scheme of Harbor Improvements has been modified to find the property surplus to the Port needs, and after public notice and hearing as provided by RCW 53.20.010; and

**WHEREAS** proper public notice was given, and a public hearing was held as required by statute.

**NOW, THEREFORE, BE IT RESOLVED** that:

1. The tax parcel and associated improvements described herein are no longer needed for Port district purposes and are surplus to the Port's needs, and the sale of such property to the LOTT Clean Water Alliance is in the public interest.
2. The Port's Comprehensive Scheme of Harbor Improvements is hereby amended to find the described improvements surplus to the Port's needs and to remove listed improvements from the Port's Comprehensive Scheme of Harbor Improvements to permit a negotiated transfer of the same for consideration.

**ADOPTED** by a majority of the members of the Port Olympia Commission, a quorum being satisfied and voting on this Resolution at a regular Commission meeting on May 8, 2023, as attested to by the signatures below of the Commissioners physically present this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**PORT OF OLYMPIA COMMISSION**

By: \_\_\_\_\_  
Amy Harding, President

By: \_\_\_\_\_  
Joseph Downing, Vice-President

By: \_\_\_\_\_  
Bob Iyall, Secretary

## COVER MEMO

**Briefing Date/Time:** April 24, 2023

**Staff Contact/Title:** Rudy Rudolph, Operations Director, 360.528.1234,  
[rudyr@portolympia.com](mailto:rudyr@portolympia.com))

**Subject:** LOTT Purchase & Sale Agreement

**Purpose:**  Information Only  Decision Needed

### **Background/Overview:**

The Port and LOTT executed a Memorandum of Understanding (MOU) on December 13, 2021, to evaluate a Purchase and Sale Agreement (PSA) for two parcels known as 620 and 608 Washington St. NE, Olympia.

LOTT identified the specific parcels as an essential expansion location adjacent to the Budd Inlet Treatment Plant. The Port recognizes that LOTT provides essential public services.

The MOU also identified certain mutual conditions which included a survey and an appraisal to define an acceptable sale price. Following negotiations, the Port and LOTT propose to move forward with a PSA for only one of the parcels (608). The appraised value \$1,130,000.

The parcel is to be used solely for construction and operation of wastewater facilities and related infrastructure meeting LOTT's mission. The purchase and sale agreement would include use restrictions and an option for the Port to buy back the land if proposed for other purposes, not needed by LOTT, or if the intended improvements are not completed by year 2050.

In addition, the Port would have access and use of the parcel in a separate leaseback agreement for the needs of the Port for a period up to 5 years.

Having an acceptable sale price, defined legal description, a survey of the 608 Washington St NE parcel, and agreeing to the conditions and restriction for its use, Port and LOTT concur to move forward to execute the PSA subject to respective boards' approval.



### Terms Summary

- Location: Thurston County Tax Parcel #78509600000
- Buyer: LOTT Clean Water Alliance
- Purchase Price: \$1,130,000
- Valuation: Appraisal
- Payment Date: Closing
- Conditions: As Is, Where IS, and With all Faults  
Lease Back Agreement

### **Documents Attached:**

PPT, Final Draft Purchase & Sale Agreement

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

Proceeds Subject to Real Estate Reinvestment Policy

### **Affected Parties:**


Port / LOTT

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

Sale in the Public Interest

### **Staff Recommendation:**

Port Commission Approval



**PORT of OLYMPIA**  
Serving All of Thurston County

# Surplus Property Sale


April 24, 2023  
Rudy Rudolph, AAE  
Operations Director

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## Background

### *History*

- LOTT Provides Essential Public Services
- Port and LOTT Executed MOU December 13, 2021
- Evaluated the Purchase Sale Agreement for Two Port Owned Parcels
- Survey and Appraisal Ordered
- Decision to Proceed With One Parcel
- Contingent on Surplus Property Resolution



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## Background

### *Location*



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## Requirements

### *RCW 53.08.090 & RCW 53.20.010*

- Property valued > \$10,000 - Disposal by Resolution
- Executive Director Certification to Port Commission
- Public Notice in Newspaper (2x) with 10 days Notice Before Proposed Action
- Public Hearing
- Surplus Property Resolution
- Commission Action on Negotiated Transfer

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## Schedule

### *Action Items*

- |   |          |
|---|----------|
| • Appraisal                               | Complete |
| • Agreed Upon Purchase and Sale Agreement | Complete |
| • Executive Director Certification        | Complete |
| • Newspaper Public Notice                 | Complete |
| • Executive Session                       | Complete |
| • Commission Advisory                     | 4/24/23  |
| • Public Hearing                          | 5/8/23   |
| • Commission Action on Surplus Property   | 5/8/23   |
| • Commission Action PSA                   | 5/8/23   |

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## Term Sheet

### *608 Washington Street Property*

- |                   |  |
|-------------------|--|
| • Location:       | Thurston County Tax Parcel #78509600000                      |
| • Buyer:          | LOTT Clean Water Alliance                                    |
| • Purchase Price: | \$1,130,000  |
| • Valuation:      | Appraisal  |
| • Payment Date:   | Closing  |
| • RFR:            | Port Retains Right of First Refusal Through 2032             |
| • Conditions:     | As Is, Where Is, and With All Faults<br>Lease Back Agreement |

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## Proposed Motion

### *Subject to CSHI Action*

*.....move to authorize the Executive Director to execute the Purchase and Sale Agreement with the LOTT Clean Air Alliance for Designated Port Surplus Property, Thurston County Tax Parcel # 78509600000 (Located at 608 Washington Street NE, Olympia, WA) in the amount of \$1,130,000.*

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## REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase And Sale Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between the PORT OF OLYMPIA, a Washington port district ("Seller"), and the LOTT CLEAN WATER ALLIANCE, a Washington nonprofit corporation ("Buyer"). Seller and Buyer are collectively referred to as the "Parties".

WHEREAS, Seller is the owner of certain real property located in Olympia, Thurston County, Washington, generally depicted in Exhibit A and legally described in Exhibit A-1; and

WHEREAS, Buyer wishes to purchase from Seller, and Seller wishes to sell to Buyer, upon the terms and conditions set forth herein, the Property (as defined in Section 1 below);

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and the mutual promises and covenants herein, the Parties hereby agree as follows:

### 1. PROPERTY

1.1. Property Description. The Property consists of parcel #78509600000 located at 608 Washington Street NE, Olympia, as depicted in Exhibit A hereto, hereinafter referred to as the "Property". Seller shall sell and convey the Property to Buyer, and Buyer shall purchase and acquire the Property from Seller, upon and subject to the terms and conditions set forth in this Agreement.

### 1.2. Obligations of Seller regarding Property prior to Closing.

1.2.1 Within fifteen (15) days of mutual acceptance of this Agreement, Seller shall inform Buyer of all tenancies affecting the property, including their type of use and duration of use/lease.

1.2.3 Seller shall notify all tenancies affecting the Property of sale pursuant to a mutually agreed upon notice form. The notice will notify tenants of any material impacts or changes the tenant might experience in the duration of their respective existing use as a result of the sale.

### 1.3 Leaseback.

1.3.1 Buyer agrees to lease the Property back to Seller after closing for nominal consideration for an initial lease period of three (3) years, with two (2) one-year options to extend, the combined initial lease period not to exceed 5 years, and Seller agrees during the lease term to maintain the Property, all in accordance with the terms of the attached Leaseback Agreement, attached hereto as Exhibit B and incorporated herein by this reference.

2. PURCHASE PRICE. The Purchase Price to be paid by Buyer to Seller for the Property shall be One Million One Hundred Thirty Thousand Dollars (\$1,130,000.00).

3. FUNDS TO BE PAID AT CLOSING. At Closing, the entire amount of the Purchase Price shall be paid by Buyer to Escrow Agent in a form of payment recognized by Escrow Agent as immediately available funds, subject, however, to the closing adjustments, prorations, and other provisions set forth in this agreement.

### 4. CONDITIONS TO PURCHASE AND SALE.

#### 4.1 Title Matters.

4.1.1 Title Binder. Within ten (10) business days from the execution of this Agreement by Buyer and Seller, Buyer may obtain a title insurance policy commitment issued by Thurston County Title Insurance Company (the "Title Company"), or such other Title Company that the Parties may agree to in writing, describing the Property, showing all matters pertaining to the Property, listing Buyer as the prospective named insured, and showing as the policy amount the total Property value without any deduction for credits. At the same time, the Title Company shall deliver to Buyer true, correct, and legible copies of all instruments referred to in such title commitment as affecting title to the Property. Such title insurance policy commitment and instruments affecting title are herein collectively referred to as the "Title Binder".

4.1.2 Title Objections. Buyer shall have twenty (20) business days after Buyer's receipt of the Title Binder as to exceptions contained in such Title Binder, and twenty (20) business days after Buyer's receipt of any supplemental report as to exceptions contained in such supplemental report to disapprove any such exceptions other than Permitted Exceptions (defined below), in Buyer's sole and absolute discretion. If Buyer fails to give Seller notice of its disapproval of any exception (including any exception noted in the Title Binder as an exception to be deleted at or prior to Closing upon the occurrence of certain specified events) within such period, then Buyer shall be deemed to have approved such exception (except for monetary liens attributable to Seller, which Seller shall pay or cause to be satisfied at or prior to Closing).

4.1.3 Action on Objections. If Buyer disapproves any exception (other than a Permitted Exception) appearing in the Title Binder or any supplemental report, then Seller shall have thirty (30) days after receipt of Buyer's notice to notify Buyer, in writing, of its agreement to cure or remove any of the disapproved exceptions. Seller's failure to notify Buyer that it will cure or remove a particular exception shall be deemed to constitute notice by Seller that it will not cure or remove that exception. Seller shall remove or cure by Closing those exceptions that Seller has agreed to remove or cure. If Seller notifies or is deemed to have notified Buyer that it will not cure or remove any exception disapproved by Buyer, Buyer shall have thirty (30) days from the date of such notification to notify Seller, in writing, whether Buyer in its sole discretion will waive such objections and close the transaction or terminate this Agreement. Buyer's failure to give such notice shall constitute Buyer's election to waive its objections and close the transaction. In that event, the disapproved exceptions shall become Permitted Exceptions. If Buyer elects to terminate this Agreement, then Escrow Agent shall immediately return the entire amount of the Earnest Money Deposit and any accrued interest to Buyer, Seller shall pay any cancellation fee or other cost of the Title Company and Escrow Agent, and this Agreement and all rights and obligations of the parties under this Agreement shall terminate, except for such obligations as expressly survive any termination of this Agreement. Notwithstanding anything to the contrary contained herein, a lien, encumbrance, or other exception to title representing a security interest relating to an obligation to pay money and attributable to Seller shall be deemed disapproved and shall be removed by Seller at or before Closing.

4.1.4 Title Policy. At Closing, Buyer may request the Title Company to issue to Buyer an ALTA standard or extended coverage owner's policy of title insurance, in Buyer's discretion, in the

amount of the Purchase Price, without any deduction for credits, insuring Buyer against loss or damage arising from defects in title to the Property other than Permitted Exceptions (the "Title Policy"). The policy shall contain such endorsements as may be reasonably requested by Buyer. The cost of such policy shall be paid by Buyer, together with the cost of a survey or an update of any existing survey, if such is required in order to obtain the extended owner's coverage. Buyer will also pay for the cost of any endorsements requested by Buyer. If at Closing the Title Company will not insure the title as provided above, Buyer may either proceed to close despite the lack of required insurance or terminate this Agreement. If Buyer terminates this Agreement, then Escrow Agent shall immediately return the Earnest Money Deposit to Buyer, Seller shall pay any cancellation fee or other cost of the Title Company, and this Agreement and all rights and obligations of the parties thereunder shall terminate, except for such obligations as expressly survive any termination of this Agreement.

4.1.5 Permitted Exceptions. As used herein, the term "Permitted Exceptions" means: (i) all existing building and use restrictions, easements, rights of way, reservations, conditions, covenants, and restrictions presently of record or general to the area; (ii) all building and zoning ordinances, laws, regulations, and restrictions of any municipal or other governmental authority applicable to the Property; (iii) all easements, encroachments, and other encumbrances that do not materially affect the value of the Property or unduly interfere with Buyer's reasonable use of the Property; (iv) all taxes and special assessments which are a lien but which are not yet due and payable or for which statements have not yet been tendered; (v) all matters created by Buyer; (vi) all other matters contained in the preprinted exceptions for a standard owner's policy of title insurance contained in the Title Binder; and (vii) all exceptions which have been approved by Buyer or which Buyer is deemed to have approved as provided in this Agreement.

4.2 Buyer's Feasibility Contingency. Buyer's obligation to purchase the Property is subject to and contingent on the satisfaction or waiver, within the applicable contingency period outlined below, of the following conditions:

4.2.1 Documents from Seller. Within fifteen (15) days of mutual acceptance of this Agreement, Seller agrees to provide Buyer with access to all documents regarding the Property in the possession or control of Seller, including but not limited to all environmental reports, inspection reports, related lease agreements, surveys, engineering reports and analyses, and other documents in the possession or control of Seller relating to the Property, excluding statements of value and attorney-client privileged information. Seller will make copies of such documents as Buyer may request and Buyer shall pay for the cost of such copies. Buyer shall use the documents and information obtained from Seller only for purposes of analyzing whether it will complete the purchase of the Property and shall not disclose the contents thereof to any person other than its employees, attorneys, accountants, consultants, agents and representatives who are assisting Buyer in evaluating the Property, unless required by law. Seller represents and warrants to Buyer that to the best of its knowledge, the information provided is true, accurate and complete. Upon termination of this Agreement, Buyer shall return all copies of Seller's documents to Seller, upon Seller's written request, except such copies as Buyer is required to retain pursuant to any applicable law.

4.2.2 Review of Property and Related Matters by Buyer. Buyer shall have until thirty (30) days from the date documents are due from Seller pursuant to paragraph 4.2.1 herein, as the "Feasibility Contingency Period", in which to investigate and review the Property and all matters relating thereto and to determine, in Buyer's sole and absolute discretion, whether to proceed with this transaction. Buyer's investigation and review may include, but is not limited to, the review of all existing surveys, reports, studies, and other written materials regarding the Property; the conducting of surveys, toxic and hazardous waste studies, engineering, electrical, mechanical, historical use, structural, geologic, hydrologic, and other studies, and physical inspections, soils sampling and/or tests (including borings) with respect to the Property; the investigation and review of endangered species, habitat, wetlands, zoning, and other laws, ordinances, codes, covenants, and/or restrictions affecting the Property; and the review of the requirements and conditions of governmental bodies with jurisdiction over the Property, the restrictions, if any, to demolishing any existing improvements on the Property, the certificates, licenses, and permits existing with respect to the Property and the likelihood and anticipated cost of obtaining additional certificates, licenses, and permits that Buyer desires to obtain with respect thereto, the availability and access to public roads, the availability of utilities and sewer capacity, the potential opportunity to acquire additional property adjacent to or contiguous with the Property, the leases and other agreements affecting the Property, the past performance of the Property and the potential future performance of the Property, the potential to finance the Property and/or the development thereof in a manner satisfactory to Buyer, in all respects, and the feasibility of Buyer's planned use of the Property. All reviews, investigations, inspections, and studies made by Buyer shall be at Buyer's sole cost and expense. All investigations of the physical condition of the Property shall be pursuant to the license provision, Section 5, or other agreement between Seller and Buyer. If Buyer terminates this Agreement as provided elsewhere herein, then the results of all tests, surveys, reviews, investigations, inspections, and studies of the Property made by or for Buyer, and all reports and other documents relating thereto, except internal reports and strategic analyses prepared by or for Buyer, shall be made available to Seller upon Seller's written request at no cost to Seller.

4.2.3 Extension of Feasibility Period. If Buyer has made a good faith and diligent effort to complete its feasibility investigation within the initial Feasibility Contingency Period but is unable to do so, then Buyer may request an extension of the Feasibility Contingency Period by up to an additional 90 days if necessary to complete its feasibility investigation, and Seller shall not unreasonably withhold its consent to such an extension.

4.2.4 Buyer's Right to Terminate. If Buyer does not approve the results of its investigation and review of the Property and all matters relating thereto, and/or Buyer decides not to proceed with this transaction, then Buyer may terminate this Agreement by giving a written notice to Seller and Escrow Agent stating Buyer's disapproval and/or intent to terminate this Agreement ("Feasibility Termination Notice"). Buyer's failure to give written notice of its dissatisfaction with the results of its investigation and review prior to the expiration of the Feasibility Contingency Period shall be deemed to constitute a waiver of the Feasibility Contingency. Unless prior to the expiration of the Feasibility Contingency Period, Buyer has given Seller notice of waiver or

satisfaction of the Feasibility Contingency and a written statement that it will proceed to Closing, then this Agreement will terminate at the expiration of the Feasibility Contingency, as the same may be extended, and thereafter, neither Buyer nor Seller shall have any further liability to the other under this Agreement, except for such obligations as expressly survive any termination of this Agreement.

4.3 Buyer's Closing Conditions. Buyer's obligation to purchase the Property is subject to and contingent upon the satisfaction or waiver, as of Closing, of the following conditions:

4.3.1 At the time of Closing, Seller shall have notified all tenancies affecting the Property and Buyer and Seller will establish terms for Seller leasing of Property to meet obligations to existing tenants for an initial period not to exceed 5 years following closing.

4.3.2 Seller shall have performed all other obligations to be performed by Seller hereunder and under escrow on or before the Closing Date (or, if earlier, on or before the date set forth in this Agreement for such performance).

4.3.3 At the time of Closing, Seller shall deliver title to the Property in the form of a statutory warranty deed, conveying fee simple title to the Property in the condition specified in Section 4.1 of this Agreement, subject to the Permitted Exceptions, and the Title Company shall deliver the Standard Owner's A.L.T.A. Title Policy specified in Section 4.1 of this Agreement, or an Extended Title Policy if requested by Buyer, and Seller shall deliver the Affidavit specified in Section 10.2.2 of this Agreement.

4.3.4 At the time of Closing, the condition of the Property shall be substantially the same as it was on the effective date of this Agreement, except for the effects of ordinary wear and tear and completion of actions taken by either party in accordance with this Agreement.

4.4 Parties' Closing Conditions Concerning Governing Body Approval/Necessary Actions. The Parties' obligations for the purchase and sale of the Property under this Agreement are subject to and contingent on the following conditions being satisfied prior to Closing:

4.4.1 The approval of this Agreement and all terms of this transaction by the Port of Olympia Commission prior to Closing.

4.4.2 The Port of Olympia Commission declaring the Property to be surplus and amending the Port's comprehensive plan if necessary to permit the sale of the Property in open public meeting prior to Closing.

4.4.3 The successful completion of all appropriate environmental review processes necessary for the sale of the Property by the Port of Olympia, including any appeals, prior to Closing.

4.4.4 The approval of this Agreement and all terms of this transaction by the LOTT Clean Water Alliance Board of Directors in open public meeting prior to Closing.

4.5 Right of First Refusal. If Buyer determines at any time prior to December 31, 2032, that the Property should be sold, the Port shall have a Right of First Refusal (ROFR) on any sales offer that comes into Buyer from a bonafide arms-length third party purchaser. The ROFR shall be exercisable as to the offer exactly as it was presented to Buyer. The Buyer shall notify the Seller of the offer and provide Buyer with the material terms of the offer, and Seller shall have ten (10) days to accept or reject the opportunity to purchase and close on the sale of the property on the same terms as those presented by the third-party offeror, provided that in any event, any such sale shall close within one hundred eighty (180) days of mutual acceptance of the sales offer, notwithstanding anything to the contrary set forth in the offer.

4.6 Deed. The deed to be delivered by Seller at Closing shall contain the ROFR in accordance with Section 4.5 above.

4.7 Obligations of Parties Post-Closing. As additional consideration for this Agreement, unless this Agreement is terminated by either party prior to Closing in accordance with this Agreement, Buyer and Seller shall have the following obligations post-Closing, which obligations shall survive Closing and shall not be merged into the Deed.

4.7.1 Access to Property. After Closing, Seller shall have the right to access the Property and perform such maintenance as necessary to meet their obligations to tenant parking for the agreed upon time period not to exceed five years from Closing. Seller will coordinate such actions with Buyer and will use reasonable efforts to minimize disruption to any improvements or interference with any activities on the Property.

## 5. BUYER'S LICENSE TO ENTER PROPERTY.

5.1 License to Enter Property. From the date of this Agreement through the end of the Feasibility Contingency Period or earlier termination of this Agreement, Buyer and its contractors, agents, servants, employees, and licensees shall have the right and permission to enter upon the Property or any part thereof at all reasonable times after notice to Seller, without materially interfering with the use of the Property by Seller or any other person rightfully in possession of the Property, for the purpose of making any and all soil tests, surveys, and such other studies and investigations of the Property as Buyer may desire to make, all at Buyer's sole cost and expense. Provided, however, that Buyer shall not conduct any sampling, boring, or other investigation of the soil or groundwater on the Property without first providing a work plan for such investigation to Seller and obtaining Seller's prior written consent to such work plan, which consent will not be unreasonably withheld, conditioned, or delayed, and provided further that all work conducted by Buyer on the Property shall be strictly in accordance with any work plan approved by Seller.

5.2 Insurance. Before entering the Property and thereafter for the duration of this Agreement, Buyer at its sole cost and expense shall procure and maintain liability coverage valid in the State of Washington reasonably acceptable to Seller, protecting Buyer against loss or liability caused by or in connection with the performance of this Agreement by Buyer, its agents, servants, employees,

invitees, guests, contractors or subcontractors, in types and amounts not less than: (i) a Commercial General Liability coverage or equivalent, with a minimum combined single limit of One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) aggregate, for Bodily Injury, Personal Injury, and Property Damage; and (ii) Workers' Compensation Insurance as required by law. Buyer shall deliver to Seller documentation satisfactory to Seller evidencing the existence of coverage. Buyer agrees that coverage will not be canceled or materially changed without thirty (30) days' advance written notice to Seller.

5.3 Restoration of Property. If Buyer does not close the purchase of the Property, then Buyer shall, as soon as possible and in any event within sixty (60) days from the termination of this Agreement, and at Buyer's sole cost and expense, repair any damage to the Property caused by Buyer or its agents, employees or contractors, and restore the Property to the same physical condition it was in immediately prior to the time Buyer and its agents, employees, or contractors entered on the Property. If Buyer fails to so restore the Property, then Seller may perform the restoration work and Buyer shall reimburse Seller for the reasonable third-party cost thereof within thirty (30) days after Seller's delivery of a bill for such costs to Buyer.

5.4 Indemnification. Buyer shall defend, indemnify and hold harmless Seller from and against any mechanic's or other liens, and any other claims or encumbrances, that may be filed or asserted against the Property or Seller arising out of or related to any actions of Buyer or Buyer's contractors, agents, servants, employees, or licensees in connection with Buyer's license to enter the Property. In addition, to the fullest extent it may lawfully do so, Buyer shall defend, indemnify and hold harmless Seller, its commissioners, members, directors, officers, agents, servants and employees, from and against any and all liability, loss, costs, and expense of whatsoever nature growing out of property damage, personal injury to, or death of, persons whomsoever, where such property damage, personal injury, death, loss, destruction or damage arises from the occupation or use of the Property by, or the presence thereon of, Buyer or Buyer's contractors, agents, servants, employees, or licensees prior to Closing.

5.5 Survival of Buyer's Obligations. Notwithstanding anything in this Agreement to the contrary, the obligations of Buyer in this Section 5 shall survive any termination or Closing of this Agreement.

6. "AS IS" PURCHASE.

Except as otherwise expressly provided in this Agreement, Buyer agrees that the Property is being sold to and purchased by Buyer "AS IS, WHERE IS, AND WITH ALL FAULTS", and Seller hereby disclaims any and all warranties, and makes no representations or warranties to Buyer of any kind, express or implied, regarding the Property, including, without limitation, the physical or environmental condition, habitability, or suitability for any particular purpose of the Property or any improvements or personal property located thereon. Buyer acknowledges, covenants, represents, and warrants that: (i) Buyer has inspected or will inspect the Property, the improvements thereon, if any, and all matters relating thereto which Buyer desires; (ii) except as otherwise expressly provided in this Agreement, neither Seller nor anyone on Seller's behalf has made or is making any representations or warranties with respect to the Property, and Seller expressly disclaims any representations or warranties concerning the accuracy or completeness of any of the disclosures

made to Buyer with respect to the Property; (iii) Buyer is relying solely on Buyer's own investigation of the Property and all matters pertaining thereto, including but not limited to the environmental condition of the Property; and (iv) except as otherwise expressly set forth in this Agreement, Buyer is purchasing the Property "AS IS, WHERE IS, AND WITH ALL FAULTS". Buyer further agrees that, notwithstanding anything in this Agreement to the contrary, in no event shall Seller be liable to Buyer for any special, indirect, incidental or consequential damages, including but not limited to claims for loss of use, rents, anticipated profit or business opportunity, business interruption, diminution in value, or mental or emotional distress or fear of injury or disease. This Section 6 shall survive closing.

## 7. ENVIRONMENTAL MATTERS.

7.1 Condition of Property. Seller and Buyer acknowledge that the Property and surrounding properties have been developed with buildings and/or other improvements and have been used for various commercial and industrial purposes for many years, and that portions of the Property and surrounding properties are or may be affected by releases or threatened releases of hazardous substances, as those terms are defined under applicable environmental laws, and that such area constitutes a "Facility" under RCW 70.1050.020(4). The boundaries of the Facility, as defined under applicable environmental laws, may include an area larger than the boundaries of the Property, and the boundaries of the Facility may change from time to time based on additional information obtained and activities undertaken with respect to the Facility. Existing site assessments and other environmental reports describe the known physical condition of the Property and surrounding properties. Further environmental investigations that may be conducted in the future may reveal additional releases or threatened releases of hazardous substances affecting the Property or surrounding properties. Subject to the provisions of Sections 7.2 and 7.3 below, Seller and Buyer shall cooperate regarding the remediation of the Property and surrounding properties, and the Parties' involvement with the Washington State Department of Ecology regarding such remediation.

7.2 Buyer's Indemnification of Seller. From and after Closing, Buyer shall assume all liability for the environmental conditions of the Property as of Closing, and Buyer shall release, defend, indemnify, and hold harmless Seller and Seller's officers, directors, commissioners, employees, and their successors and assigns from and against any and all claims, liabilities, losses, damages, costs, liens, causes of action, suits, demands, judgments, and expenses (including without limitation, court costs, attorneys' fees, and costs of investigation, removal, and remediation, and governmental oversight costs), arising out of or relating to the presence of any hazardous substances, as defined under applicable environmental laws, that (a) exist on the Property as of Closing, or (b) migrate from the Property at any time after Closing, or (c) originate from the Property or any other property owned by Buyer now or in the future at Buyer's Budd Inlet, Olympia, treatment plant, or (d) where Buyer's own act or omission is a legal cause of liability or damage to those to be indemnified, provided that Buyer's obligation to defend and indemnify under this part (d) shall be proportional to its share of fault for liability or damage legally caused to those to be indemnified; provided, however, that this indemnity shall not apply to third party personal injury claims based on contact with hazardous substances on the Property prior to Closing. The obligations of Buyer under this Section 7.2 shall survive indefinitely after Closing.



7.3 Seller's Indemnification of Buyer. From and after Closing, Seller shall defend, indemnify, and hold harmless Buyer and Buyer's officers, directors, commissioners, employees, and their successors and assigns from and against any and all claims, liabilities, losses, damages, costs, liens, causes of action, suits, demands, judgments, and expenses (including without limitation, court costs, attorneys' fees, and costs of investigation, removal, and remediation, and governmental oversight costs), arising out of or relating to the presence of any hazardous substances, as defined under applicable environmental laws, that exist on any part of the Facility other than the Property, except to the extent such hazardous substances are (a) caused by Buyer, or (b) migrated from the Property at any time after Closing, or (c) originate from the Property or any other property owned by Buyer now or in the future at Buyer's Budd Inlet, Olympia, treatment plant, or any other property owned or operated by Buyer at the time such migration occurred, or (d) where Buyer's own act or omission is a legal cause of liability or damage to those to be indemnified, provided that Buyer's obligation to defend and indemnify under this part (d) shall be proportional to its share of fault for liability or damage legally caused to those to be indemnified. The obligations of Seller under this Section 7.3 shall survive indefinitely after Closing.

8. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer hereby represents and warrants to Seller, which representations and warranties shall be deemed made by Buyer to Seller also as of the Closing Date, that:

8.1 Buyer has the power and authority to enter into this Agreement, and each individual executing this Agreement on behalf of Buyer has the full power and authority to enter into this Agreement and to perform on Buyer's behalf all of Buyer's obligations hereunder.

8.2 Except as provided in Section 4.4 above, no consent, approval, authorization, or order of, or registration or filing with, any court or governmental agency or body or other third party is required in connection with Buyer's execution and delivery of this Agreement or the performance by Buyer of its obligations hereunder.

8.3 The obligations of Buyer set forth in this Agreement are valid and binding obligations of Buyer, enforceable against Buyer in accordance with the provisions of this Agreement.

8.4 Neither execution or delivery of this Agreement, nor consummation of the transactions contemplated hereby, nor fulfillment of or compliance with the terms and conditions hereof, contravenes any provision of any law, rule, statute, or ordinance to which Buyer is subject, or conflicts with or results in a breach of, or constitutes a default under, any of the terms, conditions, or provisions of any agreement or instrument to which Buyer is a party.

9. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby makes the following representations and warranties to Buyer, which representations and warranties shall also be deemed to be made by Seller to Buyer as of Closing:

9.1 Seller has the power and authority to enter into this Agreement, and each individual executing this Agreement on behalf of Seller has the full power and authority to enter into this Agreement and to perform on Seller's behalf all of Seller's obligations hereunder.

9.2 Except as provided in Section 4.4 above, no consent, approval, authorization, or order of, or registration or filing with, any court or governmental agency or body or other third party is required in connection with Seller's execution and delivery of this Agreement or the performance by Seller of its obligations hereunder.

9.3 The obligations of Seller set forth in this Agreement are valid and binding obligations of Seller, enforceable against Seller in accordance with the provisions of this Agreement.

9.4 Neither execution or delivery of this Agreement, nor consummation of the transactions contemplated hereby, nor fulfillment of or compliance with the terms and conditions hereof, contravenes any provision of any law, rule, statute, or ordinance to which Seller is subject, or conflicts with or results in a breach of, or constitutes a default under, any of the terms, conditions, or provisions of any agreement or instrument to which Seller is a party.

9.5 Seller is the sole legal fee owner of the Property and is not holding fee title as a nominee for any other person or entity. No person or entity other than Buyer has any right of first refusal or option to acquire any interest in the Property or any part thereof, and Seller has not sold or contracted to sell the Property or any portion thereof or interest therein other than as set forth herein.

9.6 Except as expressly set forth in this Agreement, Seller makes no representations or warranties regarding the Property or any improvements, including without limitation any warranties with respect to condition or suitability for a particular purpose.

## 10. ESCROW.

10.1 Opening of Escrow. Upon execution of this Agreement by Buyer and Seller, Buyer shall open escrow with Thurston County Title Insurance Company in Olympia, Washington ("Escrow Agent"), by depositing with Escrow Agent a copy of this Agreement. This Agreement shall become a part of the escrow and shall constitute the basic instructions of Buyer and Seller to Escrow Agent. However, Buyer and Seller agree to execute such additional instructions and documents as are reasonably required to complete the closing of the sale of the Property in accordance with the terms and conditions of this Agreement. In case of conflict, this Agreement shall control.

10.2 Deposits into Escrow. Buyer and Seller shall deposit into Escrow, on or before the Closing Date, all documents and funds necessary to carry out this Agreement, including the following:

10.2.1 Deposits by Buyer. Buyer shall deposit into Escrow: (i) Funds in a form acceptable to Escrow Agent equal to the Purchase Price, plus Buyer's share of escrow fees and related charges; and (ii) the exact vesting required by Buyer for title to the Property. Buyer shall also deposit into Escrow such other documents and funds as are reasonably required to close the sale of the Property pursuant to the terms of this Agreement.

10.2.2 Deposits by Seller. Seller shall deposit into Escrow: (i) a Statutory Warranty Deed, in proper form for recording, which shall be duly executed and acknowledged by Seller so as to convey to Buyer all of the Property in accordance with the terms of this Agreement; (ii) a Real Estate Excise Tax Affidavit, in proper form for submission to the Thurston County Auditor, and duly executed by Seller; and (iii) an affidavit executed by Seller to the effect that as of the Close of Escrow Seller is a "United States person" as that term is defined in Section 7701 (a)(30) of the Internal Revenue Code of 1986 as amended (the "Code"), and is not a foreign person as defined by the Code ("FIRPTA Affidavit"). Seller shall also deposit into Escrow such other documents and funds as are reasonably required to close the sale of the Property pursuant to the terms of this Agreement.

10.3 Prorations. The following items shall be prorated as follows:

10.3.1 Real and personal property taxes and assessments with respect to the Property, and any refunds thereof, which shall be prorated as of Closing.

10.3.2 Utility charges and assessments with respect to the Property, which shall be prorated as of Closing, but Buyer and Seller hereby waive the services of the Closing Agent in disbursing closing funds necessary to satisfy unpaid utility charges affecting the Property, pursuant to RCW 60.80.

10.3.3 All charges and payments made or received with respect to any contracts with respect to the Property which are assigned to and assumed by Buyer, which shall be prorated as of Closing.

10.4 Fees and Costs. Buyer and Seller shall pay their own respective fees and costs incurred with respect to this transaction including, without limitation, attorney fees. Notwithstanding the foregoing, Buyer shall pay at Closing the cost of recording the Deed, all escrow fees pertaining to this transaction, and all real estate excise taxes or similar charges incident to the conveyance of title to the Property to Buyer. Buyer shall also pay the cost of any standard or extended coverage ALTA owner's title insurance policy requested by Buyer, together with the cost of a survey or an update of the existing survey, if such is required in order to obtain the extended owner's coverage, and the cost of any endorsements requested by Buyer. Provided, however, that if escrow is terminated due to the failure of both parties to perform any of their respective material obligations, then the parties shall each pay one-half (1 /2) of the escrow fees charged, but if escrow is terminated due to the failure of only one party to perform any of its material obligations, then such defaulting party shall pay all escrow fees charged. Such payment shall not affect any other rights between the parties.

10.5 Closing Date. Provided that all conditions set forth in this Agreement have been fulfilled or waived, this transaction shall be closed at the offices of the Escrow Agent on a date to be selected by Buyer which shall be on or before: (i) thirty (30) days after the satisfaction or waiver of Buyer's Feasibility Contingency, or (ii) April 30, , 2023 (date), whichever is later (the "Closing Date"); provided, however, that the Parties may by mutual agreement select a Closing Date prior to April 30, 2023 (date); and provided further that Closing shall not be later than June 30, 2023 unless otherwise

mutually agreed to by the parties. This escrow may be extended only by a written extension agreed to and signed by both Buyer and Seller. If this transaction does not close by the Closing Date as provided herein or as subsequently agreed to by the parties in writing, then escrow shall be terminated. Notwithstanding anything to the contrary, if Seller requires additional time to complete actions required to be completed by Seller prior to Closing, then Closing shall be extended for a reasonable time to permit Seller to complete such actions and all other dates set forth herein shall adjust according to the same formula stated herein for each number of days necessary for completion by Seller, provided that Seller diligently pursues completion of such actions.

10.6 Closing. When all of the conditions and instructions provided for herein have been satisfied and complied with, and this transaction is ready to close, then Escrow Agent shall promptly close this transaction (the "Close of Escrow" or "Closing") and shall:

10.6.1 Record the original Statutory Warranty Deed for the Property;

10.6.2 Disburse funds on deposit in escrow to the appropriate persons in accordance with this Agreement and final settlement statements approved by the Parties;

10.6.3 Deliver the original title insurance policy to Buyer; and

10.6.4 Deliver copies of the recorded Deed, filed excise tax affidavit, final settlement statements, and all other documents included in the sale of the Property, to Buyer and to Seller.

## 11. GENERAL PROVISIONS.

11.1 No Agency or Partnership. Buyer and Seller agree that nothing herein shall be construed to create the relationship of principal and agent, joint venture, partnership, or any other form of legal association which would impose liability upon one party for the act or failure to act of another party.

11.2 Amendment or Modification. No amendment, modification, or change of this Agreement shall be valid unless made in writing and signed by the parties hereto.

11.3 Assignment. Buyer shall not assign, agree to assign, offer to assign, or solicit offers for, Buyer's interest in or rights to purchase the Property, without the prior written consent of Seller, in its sole and absolute discretion; provided, that upon notice to Seller, Buyer may assign its rights hereunder to a wholly-owned subsidiary, parent, or sister entity of Buyer.

11.4 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 in good faith, to carry out the intent of the parties herein.

11.5 Authority. Each of the signatories hereto hereby represents and warrants that they have the right, power, legal capacity, and authority to enter into this Agreement and to bind the entity they represent to this Agreement and the obligations hereunder.

11.6 Casualty or Condemnation. If on or after the date of this Agreement and prior to Closing any fire, windstorm, or other casualty occurs with respect to the Property or any part thereof, or any action is initiated by any governmental entity other than Buyer or Seller to acquire the Property or any part thereof by condemnation, and such casualty or condemnation has a material and substantial affect on the Property and on Buyer's proposed use of the Property, then Buyer may elect, by written notice to Seller prior to Closing, to terminate this Agreement and the escrow created pursuant hereto, and be relieved of its obligation to purchase the Property. If Buyer makes such election, then the entire Earnest Money Deposit and all interest earned thereon shall be disbursed by Escrow Agent to Buyer, and upon such disbursement neither Buyer nor Seller shall have any further liability to the other under this Agreement, except for such obligations as expressly survive termination of this Agreement. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment in form and substance satisfactory to Buyer, its entire right, title, and interest in and to all insurance and condemnation claims and proceeds to which Seller may be entitled in connection with such casualty or condemnation. For purposes of this subsection, the term "material and substantial affect" shall mean one that would make the remaining or unaffected portion of the Property unsuitable or economically unfeasible for Buyer's intended use. Seller shall forthwith notify Buyer in writing of any casualty or condemnation affecting the Property. In the event of any condemnation (or deed in lieu thereof) that does not have a material and substantial affect, the Purchase Price shall be reduced pro rata based on the area of the Property so taken.

11.7 Commissions. Each party represents and warrants that it is not represented by any broker or agent in connection with any of the transactions contemplated by this Agreement, and that it has not dealt with any broker or other person to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement, and that insofar as it knows, no broker or other person is entitled to any commission, charge, or fee in connection with any of the transactions contemplated by this Agreement. Each party agrees to indemnify, defend, and hold harmless the other party against any loss, liability, damage, cost, claim, or expense, including interest, penalties, and reasonable attorney fees that the other party shall incur or suffer by reason of a breach by the first party of the representations and warranties set forth in the preceding sentence.

11.8 Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one Agreement binding on the parties.

11.9 Default. In the event of a breach or default under this Agreement by Seller without any default by Buyer or failure of any condition to Seller's obligations hereunder, Buyer at its election may either (i) request specific performance, or (ii) terminate this Agreement. The foregoing shall be Buyer's sole and exclusive remedies for Seller's breach or default, other than breach or default of a post-Closing obligation. In the event of Buyer's breach of its obligation to purchase the Property pursuant to this Agreement without any default by Seller or failure of any condition to Buyer's obligations hereunder, Seller at its election may either (i) request specific performance, or (ii) terminate this Agreement. The foregoing shall be Seller's sole and exclusive remedies for Buyer's breach or default,

other than breach or default of a post-Closing obligation. Buyer further agrees that, notwithstanding anything in this Agreement to the contrary, in no event shall Seller be liable for any special, consequential, or other damages, including but not limited to claims for loss of use, rents, anticipated profit or business opportunity, business interruption, diminution in value, or mental or emotional distress or fear of injury or disease.

11.10 Exhibits. All exhibits attached hereto are incorporated herein by reference.

11.11 Extensions for Benefit of Seller. Should any dates of this Agreement be extended by mutual agreement, to permit Seller to meet its obligations under this Agreement (including, but not limited to, any time needed to complete the creation of a separate legal lot or cure title defects), then all dates of this Agreement shall be extended by an equal number of days.

11.12 Headings. The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or otherwise affect the interpretation or construction of any term or provision of this Agreement.

11.13 Inducements. The execution and delivery of this Agreement by the parties hereto has not been induced by any statements, representations, warranties, or agreements other than those expressed herein.

11.14 Integration. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and any and all other agreements, understandings, or representations with respect thereto are of no force or effect.

11.15 Interpretation. This Agreement is the result of negotiations between the parties hereto, each of which was represented by legal counsel or had the opportunity to be represented by legal counsel. Each party participated in the preparation of this Agreement and reviewed this Agreement. No particular provision shall be deemed to have been drafted by any particular party, and no question of interpretation shall be resolved by any rule of interpretation providing for interpretation against a drafting party. This Agreement shall be interpreted and construed according to the intent of the parties and a fair reading of the language of this Agreement as a whole, and not for or against any particular party.

11.16 Notices. Any and all notices, requests, approvals, or other communications required or desired to be given hereunder (collectively, "notice") shall be in writing and shall be validly given or made if: (i) personally served; (ii) sent by certified, registered, or express mail with postage prepaid thereon and return receipt requested; (iii) sent by e-mail if e-mail addresses are provided; or (iv) sent by facsimile transmission with transmission and receipt confirmed and the original sent by certified, registered, or express mail with postage prepaid thereon and return receipt requested; provided, that in case of notice of breach or termination, notice shall be in writing and (i) personally served or (ii) sent by certified, registered, or express mail with postage prepaid thereon and return receipt requested. Notice shall be deemed given (i) at the time of personal service; (ii) three (3) business days after mailing; or (iii) one (1) business day after e-mail or fax transmission as set forth above. Notice shall be effective and deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Seller: Port of Olympia

915 Washington St NE  
Olympia, WA 98501  
Attn: Executive Director  
Fax: (360) 528-8090  
Phone: (360) 528-8000

With a copy to Seller's attorney:

Richard L. Hughes, General Counsel  
Law Office of Richard L. Hughes PLLC  
1824 Black Lake Blvd. Ste. 101  
Olympia, WA 98512

To Buyer: LOTT Clean Water Alliance  
500 Adams Street NE  
Olympia, WA 98501  
Attn: Matt Kennelly  
Fax: (360) 664-2236  
Phone: (360) 528-5750

With a copy to Buyer's attorney:

Jemima J. McCullum, Esq.  
Gordon Thomas Honeywell LLP  
1201 Pacific Avenue, Ste. 2100  
Tacoma, WA 98401  
Fax: 253-620-6565  
Phone: 253-620-6520

To Escrow Agent:

Thurston County Title Insurance Company  
105 8th Avenue SE  
Olympia, Washington 98501  
Attn: \_\_\_\_\_  
Fax: (360) 786-9315  
Phone: (360) 743-7300

Any party may change its address for the purpose of receiving notices as herein provided by a written notice given to the other parties hereto.

11.17 Possession. Buyer shall be entitled to possession of the Property upon closing.

11.18 Successors and Assigns. Subject to the provisions of Section 11.3 above, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns.

11.19 Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, if any, nor shall any provision give any third parties any right of subrogation or action against any party to this Agreement.

11.20 Time. Time is of the essence of each provision of this Agreement.

11.21 Waiver. No waiver shall be effective against a party unless set forth in writing and signed by the party charged with making the waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver constitute a waiver of any preceding, succeeding, or continuing occurrence or condition, unless expressly stated in the waiver.

11.22 Applicable Law; Venue. This Agreement shall be governed in all respects by the internal laws of the State of Washington. The venue of any action or dispute regarding this Agreement shall be Thurston County Superior Court, Thurston County, Washington.

11.23 Attorney Fees. In any legal action or proceeding, including but not limited to arbitration, brought to enforce this Agreement, to declare the rights and duties under this Agreement, or to resolve a dispute, breach, or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs, including expert witness fees, incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

11.24 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution. If the Parties do not reach such resolution within a period of 60 days from the date the dispute first arose, then, upon written notice by a Party to the other, all disputes, claims, questions, or differences shall be referred to non-binding arbitration administered by Judicial Dispute Resolution ("JDR"), or such other organization as may be mutually agreed to by the Parties. The Parties shall make good faith efforts to agree upon a single arbitrator to preside over any arbitration. In the event the Parties cannot agree to the selection of an arbitrator, they will defer to the organization selected by the Parties pursuant to this section for the selection of an appropriate arbitrator. The Parties may by written stipulation agree to a panel of three arbitrators in lieu of a single arbitrator and, if they so agree, each Party shall select one arbitrator from JDR or from a list of arbitrators approved by the American Arbitration Association for the subject matter in dispute, and the two arbitrators selected shall select a third arbitrator, who shall also be from JDR or from a list of arbitrators approved by the American Arbitration Association for the subject matter in dispute. Should an arbitration panel be selected and hear a dispute arising under this Agreement, a vote of at least two out of the three shall be required for an award or decision to be rendered. If the Parties do not reach a resolution of the dispute within thirty (30) days from the date of the decision rendered in the non-binding arbitration, then either party may file a lawsuit to resolve the dispute.



IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year written below.

SELLER: PORT OF OLYMPIA

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

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

BUYER: LOTT CLEAN WATER ALLIANCE

By: \_\_\_\_\_  
Matt Kennelly, Executive Director

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

EXHIBIT A – General Depiction of the Property

Final Draft

Exhibit A-1: Legal Description of the Property

Final Draft

Final Draft