

**CITY OF SEATTLE**

**ORDINANCE 126076**

**COUNCIL BILL 119780**

AN ORDINANCE relating to the Department of Finance and Administrative Services;  
authorizing the Director of Finance and Administrative Services to negotiate and execute  
a real property lease with Epic Life Church, for a site located at 10503 Interlake Avenue  
N; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle (“City”) is in need of locating a new Fire Station 31 on an  
interim basis on leased land; and

WHEREAS, the Epic Life Church has a 19,074-square-foot parking lot, which is of suitable size  
and location, that is available for lease to the City; and

WHEREAS, the authority of the Director of Finance and Administrative Services under Seattle  
Municipal Code Section 3.127.020 is limited to negotiating and executing leases, for and  
on behalf of the City, that do not exceed five years and that do not lease more than 18,000  
square feet of yard space; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. The City Council finds and declares that:

A. Governor’s Proclamation 20-28 prohibits agencies from taking action (as defined in  
RCW 42.30.020), unless the matter is (1) necessary and routine; or (2) necessary to respond to  
the COVID-19 public health emergency.

B. This legislation is necessary because providing fire protection services, including  
leasing temporary fire facilities, is a core City function for the preservation of public health and  
safety.

C. The City Council routinely reviews and approves leases for space to be used as fire  
facilities.

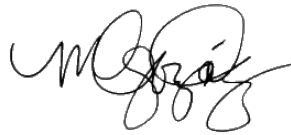
1           Section 2. The Director of Finance and Administrative Services (“Director”) or the  
2 Director’s designee is authorized to negotiate and execute, for and on behalf of The City of  
3 Seattle (“City”), a lease, with Epic Life Church, substantially in the form of Attachment 1 to this  
4 ordinance and identified as FS 31 Interim Site Lease, providing for the City’s use and occupancy  
5 of the real property located at 10503 Interlake Avenue N in Seattle.

6           Section 3. The lease payments contemplated by the terms of any lease agreement or  
7 amendment authorized in Section 2 of this ordinance shall be charged to the appropriate  
8 expenditure allowance in the budget of the Department of Finance and Administrative Services  
9 (FAS) and shall be reimbursed to FAS.

10           Section 4. Any act consistent with the authority of this ordinance taken after its passage  
11 and prior to its effective date is ratified and confirmed.

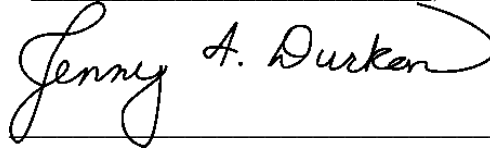
1 Section 5. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 4th day of May, 2020,  
5 and signed by me in open session in authentication of its passage this 4th day of  
6 May, 2020.



7 \_\_\_\_\_  
8 President \_\_\_\_\_ of the City Council

9 Approved by me this 6th day of May, 2020.



10 \_\_\_\_\_  
11 Jenny A. Durkan, Mayor

12 Filed by me this 6th day of May, 2020.



13 \_\_\_\_\_  
14 Monica Martinez Simmons, City Clerk

15 (Seal)

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20 Attachments:  
21 Attachment 1 – FS 31 Interim Site Lease

**LEASE AGREEMENT  
PART A - SIGNATURE FORM**

- 1. PARTIES** THIS LEASE AGREEMENT, entered into by and between Epic Life Church, a nonprofit corporation of the State of Washington (hereinafter referred to as the “Lessor”), and The City of Seattle, a municipal corporation of the State of Washington, as Lessee (hereinafter referred to as the “City”), WITNESSES THAT:
- 2. PREMISES** The Lessor hereby leases to the City, and the City hereby leases from the Lessor, certain real property commonly known as 10503 Interlake Avenue North in Seattle, King County, Washington, and legally described as follows:
- All of Lot 6 and the south 20 feet of Lot 7, Block 6, Oak Lake Villa Tracts, as recorded in Volume 18 of Plats, Page 33, Records of King County, Washington; the leased area consists of approximately 19,074 square feet and are hereinafter referred to as the (“Premises”).
- 3. PURPOSES** Lessee intends to use the Premises for the construction and operation of a temporary fire station and for such other municipal purposes as the City may deem reasonably consistent therewith.
- 4. TERM** The term of this lease shall commence on January 1, 2021 and shall expire at midnight, December 31, 2026 (the “Term”). The City may elect for early occupancy of the site with payment of rent and terms in accordance with this lease.
- Provided the City is not in default of any of its obligations hereunder at the expiration of the Term, the City may extend this lease for up to two (2) years upon the terms and conditions contained herein. The City shall notify Lessor, in writing, of its desire to extend the term of this lease not later than ninety (90) days prior to expiration of the Term.
- 5. RENT** In consideration of this lease and the Lessor’s performance of all covenants and agreements contained herein, the City shall pay to the Lessor as rental for said Premises, the sum of Ten thousand (\$10,000) per month. The City shall pay the Lessor as rental for the extended term as provided in section 4, the sum of Eleven thousand (\$11,000) per month. Rent is due on the first day of each month.
- 6. LICENSE** Epic Life Church and the City have signed a License Agreement giving the City access to the property for evaluation, design and permitting from March 1, 2020 until a lease is executed and no longer than December 31, 2020. The signed License Agreement is attached to Part B of this Lease as Exhibit B.
- 7. AGREEMENT CONTENTS** This lease consists of this Part A - Signature Form, plus Part B - General Terms and Conditions, Exhibit A – Site Alterations to be Made by The City and Improvements to Remain on the Premises, and Exhibit B, License for Entry onto the Property, and embodies the entire agreement of the parties hereto. There are no other understandings or agreements, written or oral, between the parties relating to the

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subject matter hereof.

8. EFFECTUATION OF AGREEMENT

In order to be effective, this lease must be (1) signed by an authorized representative of the Lessor and returned to the City at the address set forth below and (2) signed by the City's Director of the Finance and Administrative Services Department or authorized designee pursuant to ordinance authority.

9. REPLACEMENT PARKING

As part of the consideration for this lease, the City will provide limited term parking at the property at 1319 N. Northgate Way for the duration of the lease. The City will provide one parking space for a coffee truck of a standard at least comparable to the church's present-day standard for parking. Exterior parking is to be located on paved surfaces on the west, south and north side of the building, and to be limited to times needed by the church for overflow parking when church parking lot is full.

10. WARRANTIES

Lessor represents and warrants that, (i) it is duly organized, validly existing and in good standing and has the right, power, and authority to enter into this lease and (ii) the officers and individuals executing below have been duly authorized to act for and on behalf of the Lessor for purposes of executing this Lease.

IN WITNESS WHEREOF, the parties hereto have affixed their signature below:

LESSEE, THE CITY OF SEATTLE

LESSOR, Epic Life Church

By \_\_\_\_\_  
Director of Finance and Administrative Services

By   
(Signature)

Authorizing Ordinance: \_\_\_\_\_

KEITH CARPENTER  
(Print or Type Name)

PASTOR  
(Print or Type Title)

City's address for all communications:

Lessor's address for all communications:

Finance and Administrative Services  
700 5th Avenue, Suite 5200  
P.O. Box 94689  
Seattle, Washington 98124-4689

Epic Life Church  
Attn: Keith Carpenter  
10510 Stone Ave. N.  
Seattle, WA 98133  
Email [keith@epiclifechurch.org](mailto:keith@epiclifechurch.org)  
Phone: 206.777.5023



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Handwritten initials 'KE' in black ink, located in the bottom right corner of the page.

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the Director of Finance and Administrative Services, or authorized designee, of THE CITY OF SEATTLE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

\_\_\_\_\_  
(Print Name)

NOTARY PUBLIC in and for the State of Washington, residing at Seattle. My appointment expires \_\_\_\_\_

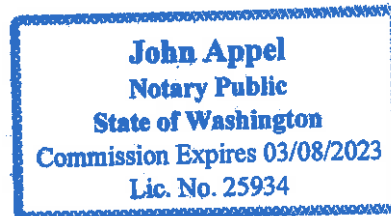
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that KEITH CARPENTER is the individual who appeared before me, and said individual acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the PASTOR of the EPIC LIFE CHURCH, SEATTLE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: MARCH 23, 2020

[Signature]  
(Notary Signature)

John Appel  
(Print Name)



NOTARY PUBLIC in and for the State of Washington, residing at Seattle. My appointment expires 03/08/2023.

LEASE AGREEMENT

*[Handwritten initials]*

**PART B - GENERAL TERMS AND CONDITIONS**

1. POSSESSION. In the event of the inability of the Lessor to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the Initial Term of this lease, the City, at its option, may elect to retain the lease and insist upon possession or to cancel this lease as a result of the Lessor's failure to deliver possession. The Lessee shall have possession of the Premises as defined in Lease Agreement Part A- Signature Form, Section 2.

2. ACCESS. City shall allow Lessor or Lessor's agent access at all reasonable times to said Premises to inspect. This provision shall not be construed as an agreement on the part of Lessor to make such repairs, additions or alterations or a waiver of City's right of quiet enjoyment.

3. UTILITIES AND OTHER SERVICES. The City shall provide or shall otherwise pay for, when due, all costs for providing all utilities and other services needed by the City on or to the Premises including but not limited to electricity, water, sewer and garbage. The City shall pay all charges for utility installations and modifications thereto occasioned by the City's requirements.

4. CARE OF PREMISES. The Premises shall at all times be kept and used by the City, at its sole expense, in accordance with the laws of the State of Washington and ordinances of The City of Seattle, and in accordance with all duly authorized directions, rules, and regulations of the Health Officer, Fire Marshal or other proper officer of the City of Seattle.

5. MAINTENANCE REPAIRS. The Premises have been inspected by both parties and are accepted by the City in their existing condition as of the commencement date of this lease, without reservation except for latent defects or environmental conditions on the Premises not reasonably discoverable by inspection at the time of taking possession. Except as otherwise provided for herein, the City, at its sole expense, shall keep and preserve the Premises in good repair.

6. COMPLIANCE WITH LAW

(a) General Requirement. Each party shall perform its obligations under this Lease in compliance with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.

(b) Licenses and Similar Authorizations. The Lessor and/or the City, when applicable, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

(c) Taxes. Unless otherwise specified in Part A. hereof, Lessor shall pay, before delinquency, all taxes, levies and assessments on the Premises. This is a lease for real property and rent compensation for the same.

7. INDEMNIFICATION. Lessor shall indemnify, defend and hold City harmless from all claims for accident or injury caused to persons or property to the extent caused, by the fault or neglect of Lessor or any of its employees, agents, licensees or tenants; or occurring in, on, or about any portion of the structure of which the Premises form a part that is under the control of Lessor or its employees, agents, licensees or



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tenants; or caused by any fault or defect inherent in said structure or any defect in or malfunction thereof not discernable by reasonable inspection. City will indemnify, defend and hold Lessor harmless from all claims for accident or injury caused to persons or property within the Premises, or caused by the fault or neglect of City or any of its employees, agents, licensees or subtenants to the extent of the fault or neglect of City. All personal property of City on said Premises shall be at the risk of and the responsibility of City. This is a commercial transaction and the parties hereby expressly waive any and all defense of immunity (or any similar defense) to which either may be entitled.

8. SIGNS. The City may place identification signs or symbols that are required by applicable laws upon the Premises without obtaining Lessor's prior written approval. The City may place other identification signs or symbols upon the Premises, subject to the prior approval of the Lessor; and permission to place such signs shall not be unreasonably withheld, conditioned or delayed by Lessor.

9. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. Any alteration, addition or improvement that is made solely for the convenience of the City or any of its employees or agents, or of the program to be conducted on the Premises shall be at the sole cost and expense of the City or the program being conducted on the Premises.

10. TERMINATION.

(a) Notwithstanding any other provision herein, in the event that either party to this lease defaults in the performance of any of the terms, provisions, covenants and agreements to be kept, observed and performed as provided in the following sections:

Part A – §4 TERM  
§5 RENT

Part B – §3 CARE OF PREMISES  
§4 MAINTENANCEREPAIRS

and such default is not corrected within forty-five (45) days after the receipt of written notice thereof from the other party, then the nonbreaching party may, at its option, immediately terminate this lease, without notice or other proceedings, and in such event the Lessor may also reenter and take possession of the Premises. Damages may be claimed for a default in the performance of the other lease obligations, but such default shall not be cause for termination of this lease unless such default is repeated upon three or more occasions and a notice to comply is provided after each such instance.

(b) It is understood that funds for the payment of the rent herein are allocated out of monies received by the City from tax sources and/or other governmental entities and that funding for the program that occupies the Premises can be increased, changed, decreased, or eliminated by executive or legislative action. Therefore, it is agreed by the Lessor and the City that notwithstanding any other provision herein, in the event said funding and/or program is increased, changed, decreased, or eliminated, or in the judgment of the executive or legislative authority of the City, continuation of the lease to its full term would be an unnecessary expenditure of public funds, then the City may terminate this lease without further obligation to the Lessor, after the City has provided the Lessor with written notice of such termination at least ninety (90) days prior to the effective date thereof and documentation of such executive or legislative action.

11. SURRENDER OF PREMISES. Upon the expiration or termination of this lease, whichever is earlier, the City shall quit and surrender said Premises in as good condition as received at the commencement of the term hereof, except for ordinary wear and tear; latent defects or environmental conditions on the

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Premises, not discoverable by inspection at the time of taking possession; and those improvements made to the Premises by the City, and scheduled to remain on the Premises as specified in Exhibit I hereto.

12. ADJUDICATION. This Lease shall be construed under all the applicable laws, statutes, ordinances, rules and regulations of the United States of America, the State of Washington, and The City of Seattle. In the case of a dispute between the parties, jurisdiction over such dispute shall be with the Superior Court of King County, Washington.

13. NOTICES. All notices to be given by either of the parties hereto to the other party, including but not limited to invoices, shall be in writing and may either be delivered personally (which delivery may be by reliable overnight courier service with evidence of delivery), or may be deposited in the United States Mail, postage prepaid, as either certified or regular mail, addressed as specified in Part A hereof or to such other respective addresses as either party may from time to time designate in writing.

14. RELATIONSHIP. In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of the Lessor or any party associated with the Lessor in the conduct of the Lessor's business or otherwise. This lease does not constitute the Lessor as the agent or legal representative of the City for any purpose whatsoever.

15. AMENDMENTS. The parties hereto expressly reserve the right to renegotiate any and all of the provisions hereof from time to time as may be necessary and to amend this lease accordingly; provided, however, that no alteration or modification of the terms or conditions hereof shall be valid and binding unless made in writing and signed by the authorized representative of the parties hereto.

16. NO WAIVER OF DEFAULT. The City does not waive full compliance with the terms and conditions of this lease by the payment of rent. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept and observed by the other party shall be construed as, or operated as, a waiver of any subsequent default or of any of the terms, covenants, and conditions herein contained, to be performed, kept and observed by the other party.

17. BINDING EFFECT. This lease shall be binding upon the heirs, successors, assigns, and all other parties legally empowered with signatory rights of any or all of the parties hereto.

18. INVALIDITY OF PROVISIONS. Should any term, provision, condition or other portion of this lease be held to be inoperative, invalid or void, the same shall not affect any other term, provision, condition or other portion of this lease; and the remainder of this lease shall be effective as if such term, provision, condition or portion had not been contained herein.

**Exhibit A**

**SITE ALTERATIONS TO BE MADE BY THE CITY  
AND  
IMPROVEMENTS TO REMAIN ON THE PREMISES**

1. The purpose of this lease is for the construction and operation of an interim fire station. The City will install temporary vehicle and crew facilities on the Premises and, except as provided in this Exhibit, will remove such temporary vehicle and crew facilities before the expiration of this lease.
2. The City will install fencing as needed around the perimeter of the site. The fencing will be left on the Premises upon expiration of this lease and shall become at once a part of the realty and the property of the Lessor.
3. The City will install a temporary power pole and electrical service on the site to serve the interim fire facilities. The temporary power pole and electrical service will be removed before the expiration of this lease. Lessor will be responsible for providing electrical power to the site after expiration of this lease.
4. The City will install rock or surfacing as part of the interim fire facilities. At least six months prior to expiration of this lease, the City will confer with the lessor on the proposed disposition of site surfaces.
5. The City will cap the sewer and water service to the Premises before the expiration of this lease.
6. Concrete ecology blocks installed by the City may be removed or left on the Premises as may be mutually agreeable between Lessor and the City prior to expiration of this lease.
7. City will remove signage prior to expiration of the lease.

Exhibit B  
License Agreement

LICENSE  
FOR ENTRY ONTO PROPERTY

This agreement ("License") is granted by Epic Life Church ("Owner") to City of Seattle, a municipal corporation, its employees, agents, representatives, contractors and its consultants, together the ("City") for entry by City onto the property ("Property") described below, for evaluation, design, and permitting.

The Property is commonly known as 10503 Interlake Avenue North in Seattle, King County, Washington, and legally described as follows:

All of Lot 6 and the south 20 feet of Lot 7, Block 6, Oak Lake Villa Tracts, as recorded in Volume 18 of Plats, page 33, Records of King County, Washington; consisting of approximately 19,074 square feet.

The Owner grants to City a non-exclusive License to enter the Property for the purpose of for evaluation, design and permitting the Property as a prospective Interim site for use by the City's fire station 31.

- (i) When access is need to the site, City shall notify the Owner or its designated agent(s) and representative(s) at least 24 hours in advance, by telephone including voicemail or e-mail at such numbers and addresses provided by Owner.
- (ii) City shall give Owner and its consultants and representatives the opportunity to accompany City onto the Property during such entry.
- (iii) All activities conducted by the City on the Property, including without limitation the inspections, shall be undertaken in a safe, workmanlike and reasonable manner in compliance with all applicable law.
- (iv) City shall, at its expense, restore any area which may be disturbed by the City to its condition prior to disturbance.
- (v) City shall at the written request of Owner, provide to Owner copies of all technical and design reports, technical and design investigations, studies, subsurface test results, and other similar technical and design documents City in Investigating and assessing the Property.

Notwithstanding any provision to the contrary in this License, neither City nor any of City's equipment shall in any way interfere with the use of the Property by the Owner, its tenant(s) and the operation of their respective businesses.

**Term:** The License granted in this Section shall expire upon execution of a proposed lease with the City for use of the Property for an interim fire station, or with a 30-day notice from the City of Seattle, and in any event no longer than December 31, 2020.

**Fee:** The fee for this License is \$3,000 a month, to be paid monthly at the beginning of each month. The first three months fee to paid after mutual execution of this License, and check is issued by City.

**Indemnity:** To the extent allowed by law, the City shall indemnify, defend and hold Owner harmless from all claims for loss, damage or injury to any person or property arising out of, or resulting from, the negligent acts or omissions of the City, its agents, employees, or representatives, during the term of this Agreement including, but not limited to inspection, surveying and investigation activities.

**Insurance:** Through a program of self-insurance, any incident which occurs as a result of the negligence or for which the City is found responsible, shall be administered by the City as a selfinsured entity, evidence of which shall be provided in the form of a letter from the City.

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Notices. Notices required hereunder shall be delivered as follows:

To City:  
City of Seattle  
Finance and Administrative Services  
Attn: Richard Embry  
PO Box 94689  
Seattle, WA 98124-4689  
Email:  
Phone: 206-684-3975

To Owner:  
Epic Life Church  
Attn: Keith Carpenter  
10510 Stone Ave N,  
Seattle, WA 98133  
Email [keith@epiclifechurch.org](mailto:keith@epiclifechurch.org)  
Phone: 206.777.5023

IN WITNESS WHEREOF, the parties have  
executed this instrument this as of the  
date set forth above.

  
\_\_\_\_\_  
Director, or Designated Signing Authority,  
Finance and Administrative Services

2/26/2020  
Date

  
\_\_\_\_\_  
Epic Life Church

2.18.2020  
Date

KJC