

# City of Tenino

149 Hodgen Street South  
Tenino, WA 98589

**City Council Meeting**  
**Tuesday, October 24, 2023 at 7:00 PM**

## **Agenda**

### **WORK SESSION**

- [1.](#) 2024 Budget Workshop

**Recommended Action:** None

### **CALL TO ORDER**

### **AGENDA APPROVAL**

2. Agenda for the Regular Meeting of the 10/24/23.

**Recommended Action:** Motion to approve the agenda as presented.

### **PUBLIC COMMENTS**

### **APPROVAL OF MINUTES**

- [3.](#) Meeting Minutes for 10/10/2023

**Recommended Action:** Motion to approve 10/10/2023 meeting minutes as presented.

### **CONSENT CALENDAR**

- [4.](#) Consent Calendar consisting of October 11, 2023 through October 24, 2023

Payroll EFT's in the amount of \$56,365.93 and Checks #31850 through #31870 in the amount of \$27,576.13

for a grand total of \$83,942.06

Liquor Cannabis License: Wright Brothers Cannabis Company LLC

Excusal of Council Member Linda Gotovac.

**Recommended Action:** Move to approve the consent calendar as presented.

### **EXECUTIVE SESSION**

### **PRESENTATIONS**

5. Ag Park Update from Perry Shea

**Recommended Action:** None, Presentation Only

6. Quilt Presentation to John O'Callahan

**Recommended Action:** None

#### **PUBLIC HEARING**

#### **PROCLAMATIONS**

#### **OLD BUSINESS**

7. CERB Funding Agreement Final

**Recommended Action:** Motion to approve CERB Funding agreement

#### **NEW BUSINESS**

8. Improved Commercial Property Lease between DIG and City of Tenino.

**Recommended Action:** Motion to Approve lease as presented,

#### **RESOLUTIONS**

#### **ORDINANCES**

#### **REPORTS**

9.
  - 1) Chamber of Commerce
  - 2) Economic Development Council (EDC)
  - 3) South Thurston Economic Development Initiative (STEDI)
  - 4) ARCH Commission
  - 5) Experience Olympia & Beyond (VCB)
  - 6) South Thurston Fire
  - 7) Library
  - 8) Museum
  - 9) Tenino Community Service Center
10.
  - 1) Civil Service Commission
  - 2) Façade Improvement Grant Review Committee
  - 3) Finance Committee
  - 4) Planning Commission
  - 5) Public Safety Committee
11.
  - 1) Chief of Police
  - 2) Director of Public Works

**3) City Planner**

**4) Code Enforcement/Building Inspector**

**5) PARC Specialist**

**6) City Attorney**

**7) Clerk/Treasurer**

**8) Mayor**

**12. 1) Bucoda/Tenino Healthy Action Team (BTHAT)**

**2) Solid Waste Advisory Board**

**3) TCOMM/911**

**4) Tenino School Board**

**5) Thurston Regional Planning Council (TRPC)**

**6) Transportation Policy Board**

**7) Legislature**

**PUBLIC COMMENTS 2**

**ANNOUNCEMENTS**

**ADJOURNMENT**

**File Attachments for Item:**

1. 2024 Budget Workshop

**Recommended Action:** None

Fund	Program	Dept	Sub Dept	Account	Title	2020 Actual	2021 Actual	2022 Actual	2022 Budgeted	2023 Actual	2023 Budgeted	2024 Proposed
<b>General Fund 001</b>												
<b>TAXES</b>												
1	0	310	0 311 10 00 00		Real & Personal Property Taxes	228,699.36	278,029.30	192,412.77	308,916.00	184,113.37	321,191.93	265,858.87
1	0	310	0 311 30 00 00		Sale Of Tax Title Property	1,521.06	0.00	0	0	0	0	0
1	0	310	0 313 11 00 00		Sales & Use	258,638.99	385,420.65	413,078.14	350,000.00	323,741.11	395,855.00	380,000.00
1	0	310	0 313 71 00 00		Local Criminal Justice	35,033.49	44,424.37	49,343.25	37,111.00	37,817.93	40,017.25	37,204.59
1	0	310	0 316 10 00 00		Business And Occupation Taxes	53,712.66	56,374.93	77,791.96	55,669.00	79,546.88	61,598.66	61,029.44
1	0	310	0 316 41 00 00		Business Utility Tax-electri	105,556.66	109,983.67	131,232.07	101,721.00	110,843.73	103,622.70	110,423.22
1	0	310	0 316 42 00 00		Utility Tax - Water	14,133.35	13,930.55	15,241.77	13,886.00	15,207.92	14,065.24	14,247.38
1	0	310	0 316 44 00 00		Utility Tax-Sewer	65,354.78	67,880.16	70,803.42	61,993.00	24,935.82	68,018.14	66,809.90
1	0	310	0 316 44 01 00		Utility Tax-Septic Receiving	0.00	0.00	0.00	0.00	4,937.75	40,000.00	0.00
1	0	310	0 316 45 00 00		Business Utility Tax (Solid Waste)	20,179.09	20,522.24	21,298.34	17,387.00	18,773.33	18,598.98	19,597.13
1	0	310	0 316 46 00 00		Business Utility Tax (Cable)	29,891.60	7,127.54	42,431.34	42,359.00	17,964.93	38,597.00	32,081.29
1	0	310	0 316 47 00 00		Business Utility Tax (Telephone)	21,384.64	28,331.20	19,493.08	41,272.00	12,570.30	29,721.40	28,040.46
1	0	310	0 316 81 00 00		Gambling Taxes	10,966.71	7,456.65	13,020.63	8,220.00	12,627.76	9,805.94	9,893.98
1	0	310	0 317 40 00 00		Timber Excise Tax (4X)	231.11	271.8	481.52	478	182.81	352.03	362.89
1	0	310	0 337 00 01 00		Timber Excise Tax (4X)	575.52	0.00	0.00	0.00	0.00	0.00	0.00
					<b>Total Tax Revenue</b>	<b>845,879.02</b>	<b>1,019,753.06</b>	<b>1,046,628.29</b>	<b>1,039,012.00</b>	<b>843,263.64</b>	<b>1,141,444.27</b>	<b>1,025,549.15</b>
<b>Licenses &amp; Permits</b>												
1	0	320	0 321 91 00 01		Comcast Franchise Fees	13,046.81	10,731.48	26,123.69	17,200.00	12,250.24	25,967.66	18,613.92
1	0	320	0 321 91 00 02		Verizon Franchise Fees	0.00	9,954.00	8,166.69	9,954.00	10,616.68	9,954.00	9,507.17
1	0	320	0 321 99 00 00		Business Licenses - New	7,660.00	11,858.75	6,882.50	4,000.00	5,156.25	8,500.00	7,780.25
1	0	320	0 321 99 01 00		Business License Renewal	1,720.00	176.25	7,417.50	4,765.00	6,090.00	4,765.00	3,768.75
1	0	320	0 322 10 00 00		Building Permits	92,323.60	24,707.21	43,805.13	33,704.00	73,370.66	37,704.00	46,448.78
1	0	320	0 322 30 00 00		Animal License	524.00	181.00	113.00	412.00	775.00	150.00	274.00
1	0	320	0 322 40 00 01		Parades / Special Events	400.00	100.00	360.00	903.00	400.00	550.00	383.00
					<b>Total License &amp; Permit Revenue</b>	<b>115,674.41</b>	<b>57,708.69</b>	<b>92,868.51</b>	<b>70,938.00</b>	<b>108,658.83</b>	<b>87,590.66</b>	<b>86,775.87</b>

				<b>Intergovernmental Revenues</b>								
1	0	330	0 334 03 10 01	SMP Update Grant - DoE	1,163.75	0	0	0	0	0	0	0
1	0	330	0 334 05 80 00	Capital Project Pilot Grant - ARTS	5,000.00	26,416.66	2,000.00	17,000.00	0	5,000.00	10,000.00	
1	0	330	0 336 00 98 00	City Assistance	54,991.68	82,166.22	60,801.69	72,388.00	32,902.43	55,904.00	65,250.31	
1	0	330	0 336 06 21 00	Criminal Justice - Populatio	4,507.26	1,000.00	1,000.00	1,000.00	750.00	1,000.00	1,701.00	
1	0	330	0 336 06 26 00	Criminal Justice - Special Programs	2,087.77	2,166.65	2,449.39	2,461.00	1,923.34	2,578.00	2,408.56	
1	0	330	0 336 06 42 00	Marijuana Excise Tax	3,892.93	4,545.36	6,351.47	4,953.00	4,627.61	4,953.00	4,939.15	
1	0	330	0 336 06 51 00	Police OT Reimbursement / DUI	267.44	224.12	163.83	1,883.00	72.72	1,883.00	0.00	
1	0	330	0 336 06 51 10	Crime Vicitims Compensation	228.25	280.62	150.01	459.00	178.14	0.00	223.57	
1	0	330	0 336 06 94 00	Liquor Excise Tax	11,597.65	13,029.29	14,211.17	12,803.00	10,883.35	13,926.00	13,113.21	
1	0	330	0 336 06 95 00	Liquor Control Board Profits	14,769.62	14,616.58	15,588.96	15,463.00	11,640.75	15,530.00	15,193.63	
1	0	330	0 337 00 00 04	2021 ARPA	0.00	260,880.86	0.00	0.00	0.00	0.00	0.00	
1	0	330	0 337 00 00 10	RMSA Lexipol Cost Share	1,840.50	1,895.50	1,952.36	3,798.00	0.00	3,798.00	2,658.07	
1	0	330	0 337 00 00 11	AWC Loss Control Grant	2,410.22	0.00	0.00	5,000.00	0.00	5,000.00	5,000.00	
1	0	330	0 337 00 00 04	2021 ARPA	0.00	0.00	260,880.86	0.00	0.00	0.00	0.00	
1	0	330	0 337 00 00 10	RMSA Lexipol Cost Share	3,537.50	1,840.50	1,895.50	1,896.00	1,952.36	3,798.00	2,972.80	
				<b>Total Intergovernmental Revenues</b>	<b>106294.57</b>	<b>409,062.36</b>	<b>367445.24</b>	<b>139,104.00</b>	<b>64930.7</b>	<b>113,370.00</b>	<b>123,460.30</b>	
				<b>Charges for Service</b>								
1	0	340	0 341 33 00 00	Compliance Fee	44.99	187.32	93.12	119.00	50.13	119.00	112.68	
1	0	340	0 341 33 02 00	Warrant Cost	553.83	175	246.91	835.00	152.85	149.76	392.1	
1	0	340	0 341 33 03 00	Court Admin Cost	265.23	387.5	0	391	900	0	208.74	
1	0	340	0 341 35 01 00	Police Reports	65	70	50	83	65	25	58	
1	0	340	0 341 49 00 01	Court Conviction Fees	408.08	167.92	191.88	189	132.81	198.97	231.17	
1	0	340	0 341 81 00 00	Photocopies	35.25	33.5	21.75	82	101.9	49	45.28	
1	0	340	0 341 95 00 00	Legal Services	81.21	110.64	380.02	243	492.94	171.75	197.32	
1	0	340	0 341 95 00 01	Notary Fee	20	20	50	50	170	50	150	
1	0	340	0 342 10 00 02	TSD School Resource Officer Contrac	0	19,104.50	19,678.00	19,678.00	50,000.00	50,000.00	50,000	
1	0	340	0 342 10 00 03	Code Enforcement/Building Official	0	0	3,175.00	12,000.00	3,425.00	20,000.00	8,000.00	
1	0	340	0 342 33 06 00	Traffic Safety School	290	0	0	2,697.00	100.72	1,404.00	0	
1	0	340	0 342 36 00 00	Housing And Monitoring Of Prisoner	30	0	562.5	162	0	175	179.96	
1	0	340	0 342 37 00 00	Booking Fees	0.00	0	0.00	175.00	0.00	175.00	175.00	
1	0	340	0 345 29 00 00	Sales Of Electricity Solar Incentive	2,189.88	0.00	0.00	0.00	0.00	0.00	0.00	
1	0	340	0 345 81 00 00	Zoning & Subdivision Fees	1,648.00	0	3,321.50	2,788.00	312.00	2,146.62	1,980.82	

1	0	340	0 345 83 00 00	Plan Check Fees	29,096.32	10,310.59	18,832.31	11,660.00	39,106.89	15,174.20	17,014.68
1	0	340	0 347 30 01 00	Ball Field Fees	0	2,230.00	2,320.00	2,500.00	1,535.00	2,320.00	2,320.00
				<b>Total Charge for Service Revenues</b>	<b>34,727.79</b>	<b>32,796.97</b>	<b>48,922.99</b>	<b>53,652.00</b>	<b>96,545.24</b>	<b>92,158.30</b>	<b>81,065.75</b>
				<b>Fines, Penalties, &amp; Forfeitures</b>							
1	0	350	0 352 30 00 00	Mandatory Insurance Cost	7.87	4.38	0.00	125.00	0.00	125.00	52.45
1	0	350	0 353 10 00 00	Traffic Infractions	5,904.26	2,790.05	2,040.74	9,775.00	3,223.62	6,883.92	5,478.88
1	0	350	0 354 00 00 00	Parking Infractions	0	56.75	0	37	0	0	0
1	0	350	0 355 80 00 00	Criminal Traffic	4,295.47	4,483.57	1,970.31	6,647.00	1,776.06	6,647.00	4,808.67
1	0	350	0 356 90 00 00	Criminal Non-traffic	791.64	1,632.44	940.3	1,382.00	819.65	1,096.54	999.98
1	0	350	0 357 33 00 00	Public Defense Cost	2,493.41	3,014.42	2,138.37	3,964.00	2,275.45	3,006.84	3,323.34
1	0	350	0 357 37 00 00	Court Cost Recoup	1,087.13	94.24	0.00	417.00	370.89	344.80	388.63
1	0	350	0 359 00 00 01	Business License Renewal Penalty	190.00	0	0	633	0	549	0.00
1	0	350	0 359 00 00 02	B&O Penalties	245.10	0.00	394.01	1,916.00	3,164.39	1,171.00	745.22
				<b>Total Fines, Penalties Revenue</b>	<b>15,014.88</b>	<b>12,075.85</b>	<b>7,483.73</b>	<b>24,896.00</b>	<b>11,630.06</b>	<b>19,824.10</b>	<b>15,797.17</b>
				<b>Misc Revenues</b>							
1	0	360	0 361 11 45 20	Investment Interest	481.87	70.61	268.4	1,046.00	815.79	163.8	405.99
1	0	360	0 361 40 00 00	Sales Interest	326.99	236.47	423.59	368.00	1,606.97	338.90	338.79
1	0	360	0 361 40 01 00	D/M Interest Income	616.39	881.91	331.94	773.00	225.76	773.00	675.24
1	0	360	0 362 00 00 00	Ag Park Lease	0	20	22,450.00	0	0	0	0.00
1	0	360	0 362 40 01 00	Camping Fees	95	693	395	1,500.00	2,425.00	3,500.00	1,236.60
1	0	360	0 362 40 02 00	Quarry House Rent	2,655.00	75	35	6,406.00	8,525.00	10,000.00	10,000.00
1	0	360	0 362 40 03 00	Park & Picnic Shelter Rental	0.00	150	60	150.00	400.00	150.00	475.00
1	0	360	0 362 40 04 00	Concession Stand Rental	0.00	100	200	232.00	250	200.00	250.00
1	0	360	0 362 40 05 00	Food Warehouse Rental	3,300.00	3,200.00	3,410.03	5,000.00	3,648.29	3,200.00	3,200.00
1	0	360	0 362 40 06 00	Old PW Building Rental	0	0	0	14,000.00	1,700.00	16,800.00	16,800.00
1	0	360	0 362 40 07 00	Programs-Paks & Rec	0.00	0	0	0.00	2,371.00	0.00	5,000.00
1	0	360	0 367 00 00 00	Donations	0.00	500.00	0	500.00	90	500.00	500.00
1	0	360	0 367 00 00 01	Donations/Jubilee	440.00	0.00	0	0.00	1,850.00	0.00	0.00
1	0	360	0 367 00 00 02	Donations To COVID-10 Relief Fund	6,320.00	0.00	0.00	0.00	0.00	0.00	0.00
1	0	360	0 367 00 00 03	ARTS WA GRANT/ Banner Donations	0.00	0.00	0.00	0.00	3,500.00	0.00	0.00
1	0	360	0 369 10 00 02	Sale Of Scrap And Junk	216.75	0	1,840.00	1,368.00	1,735.00	1,141.00	913.15
1	0	360	0 369 80 00 00	Other Miscellaneous Revenue	255.34	0	305.06	307	1,018.20	307	307.00

				<b>Total Misc Revenues</b>	<b>14707.34</b>	<b>5,926.99</b>	<b>29,719.02</b>	<b>31,650.00</b>	<b>30,161.01</b>	<b>37,073.70</b>	<b>40101.77</b>
				<b>Non Revenues</b>							
1	0	380	0 389 10 00 01	Deposit / Facility Rental	1,480.00	175	150	3,249.00	5,200.00	3,249.00	1660.6
1	0	380	0 389 10 00 02	Deposit / Land Use	0.00	0	450	1,931.00	0	1,931.00	450
1	0	380	0 389 10 00 03	Deposit / Special Events	0.00	500	500	556	0	500	500
1	0	380	0 389 10 00 04	Hydrant Meter Deposit	0.00	250	250	250	0	250	250
1	0	380	0 389 30 00 02	Building Code Fees	5,837.20	3,578.38	-494.56	2,853.00	1,858.13	2,853.00	3,024.31
1	0	380	0 389 30 00 04	EMS/Trauma	385.47	233.49	123.14	1,132.00	342.11	1,132.00	601.22
1	0	380	0 389 30 00 05	Auto Theft	597.45	469.02	140.16	1,506.00	635.88	1,506.00	843.72
1	0	380	0 389 30 00 06	Trama Brain Injury	357.92	178.4	102.37	307	318.6	307	250.53
1	0	380	0 389 30 00 07	PSEA 3	308.59	263.16	210.37	281	123.83	281	268.82
1	0	380	0 389 30 00 08	WSP Highway Account	231.68	112.39	3.5	316.00	79.87	316.00	195.91
1	0	380	0 389 30 00 09	Highway Safety	284.65	92.48	2.92	167.00	243.52	167.00	142.81
1	0	380	0 389 30 00 10	Death Investigation	40.77	144.73	0.61	145.00	16.69	145.00	95.22
1	0	380	0 389 30 00 11	Public Safety/education PSEA 1	7,000.54	5,855.37	3,064.33	11,856.00	4,191.25	11,856.00	7,926.44
1	0	380	0 389 30 00 12	PSEA 2	3,814.57	2,892.48	1,816.20	6,309.00	2,455.70	6,309.00	4,228.25
1	0	380	0 389 30 00 13	JIS	2,244.12	2,357.87	930.97	5,352.00	2,412.03	5,352.00	3,247.39
1	0	380	0 389 30 00 14	School Zone Safety	138.88	454.05	150.72	864.00	562.56	864.00	794.33
1	0	380	0 389 30 00 15	Distracted Driving	27.08	3,354.21	431.05	19.00	24.25	324.22	831.11
				<b>Non Revenues Total</b>	<b>22,748.92</b>	<b>20911.03</b>	<b>7,831.78</b>	<b>37,093.00</b>	<b>18,464.42</b>	<b>37,342.22</b>	<b>25310.66</b>
				<b>Legal</b>							
1	0	515	0 315 41 41 05	Outside Counsel Retainer Refund	0.00	0.00	0.00	0	10,039.00	0	
				<b>Legislative</b>							
1	0	511	0 511 20 45 00	Professional Services - Leader Wkshj	0	2,135.00	2,000.00	2,500.00	0	2,500.00	2500
1	0	511	0 511 30 45 01	Code Book Publications	1,125.00	1,125.00	5,122.11	1,500.00	0.00	1,500.00	1500
1	0	511	0 511 60 10 00	Council Stipend	5,625.00	6,450.00	10,025.00	13,500.00	8,100.00	15,000.00	15000
1	0	511	0 511 60 20 00	Council Benefits - Taxes	474.49	443.86	648.32	1,033.00	619.8	650	650
1	0	511	0 511 60 31 00	Janitorial Supplies	0	158.43	184.32	350	0	350	350
1	0	511	0 511 60 42 03	MNS Service Provider	4,792.95	7,580.32	13,194.75	9,092.00	9,922.00	8,000.00	10000
1	0	511	0 511 60 42 04	E Governance Software	791.26	1,594.73	1,522.65	1,611.00	2,522.28	1,611.00	1800



1	0	511	0 511 60 42 05	PRA Compliance Software	249.00	249.00	273.90	249.00	290.33	249.00	350
1	0	511	0 511 60 42 06	City Web Site	115.38	121.23	121.23	125.00	0	125	125
1	0	511	0 511 60 42 08	Postage	15	25.76	22.86	22	25.43	22	28
1	0	511	0 511 60 42 10	Office Productivity Software	997.06	8.67	0.00	0.00	0.00	0.00	0
1	0	511	0 511 60 46 00	Insurance	3,122.00	9,759.62	9,329.00	9,800.00	10,436.18	9,800.00	12000
1	0	511	0 511 60 47 00	Advertising & Publications	388.89	627.4	104.39	788	260.3	788	750
1	0	511	0 511 60 48 01	Education/Training	-65.00	0	1,098.19	1,000.00	1,850.38	1,000.00	2,000.00
1	0	511	0 511 60 48 02	Meals/Lodging/Travel	0.00	535.00	59.40	1,000.00	866.74	1,000.00	1,000.00
1	0	511	0 511 61 10 00	Leg Spt Salaries & Wages	21,938.28	22,396.90	25,911.16	15,079.00	23,097.63	16,682.16	25,000.00
1	0	511	0 511 61 20 00	Leg Spt - Benefits-Taxes	1,974.67	1,524.72	2,072.02	1,189.00	1,737.24	1,236.56	2,000.00
1	0	511	0 511 61 21 00	Leg Spt - Benefits-Health Care	2,590.12	622.66	4,362.82	2,450.00	898.80	3,200.00	3,200.00
1	0	511	0 511 61 22 00	Leg Spt - Benefits-Retirement	3,053.40	1,268.12	2,449.33	1,546.00	2,517.89	1,900.86	2500
1	0	511	0 511 61 22 01	Legislative -DCP	0	0	0	80.00	28.08	0.00	30
				<b>Legislative Total</b>	<b>47,187.50</b>	<b>56,626.42</b>	<b>78,501.45</b>	<b>62,914.00</b>	<b>63,173.08</b>	<b>65,614.58</b>	<b>80,783.00</b>
				<b>Judicial</b>							
1	0	512	0 512 50 10 00	Judicial Spt Salaries & Wages	4,500.00	4,500.00	37,053.33	27,957.00	29,269.23	31,177.38	37,053.33
1	0	512	0 512 50 20 00	Judicial Spt - Benefits-Taxes	167.22	0	2,022.61	2,455.00	1,693.42	2,455.00	2455
1	0	512	0 512 50 21 00	Judicial Spt - Benefits-Health Care	193.75	0	4,601.95	5,537.00	1,406.19	5,446.90	4500
1	0	512	0 512 50 22 00	Judicial Spt - Benefits-Retirement	120.64	0.00	2,771.81	2,866.00	2,543.62	2,980.64	3,000.00
1	0	512	0 512 50 22 01	Judicial -DCP	0.00	0	0	180	140.46	180	180
1	0	512	0 512 50 30 00	Office Supplies	73.69	115.11	0.00	300.00	133.02	150.00	150.00
1	0	512	0 512 50 33 00	Small Tools & Equipment	9.67	0	0.00	150.00	0.00	150.00	150.00
1	0	512	0 512 50 41 04	Judge Fees	2,250.00	4,500.00	0.00	4,917.00	0.00	1,917.00	1,917.00
1	0	512	0 512 50 42 00	Telephone (Land Line)	1,001.30	1,033.84	774.31	950.00	659.94	750.00	750.00
1	0	512	0 512 50 42 03	MNS Service Provider	1,023.12	1,483.13	3,059.51	1,779.00	1,941.22	2,345.00	2,345.00
1	0	512	0 512 50 42 05	PRA Compliance Software	0.00	0.00	273.90	249.00	290.33	300.00	300.00
1	0	512	0 512 50 42 06	City Web Site	115.38	121.23	121.23	125.00	0.00	125.00	125.00
1	0	512	0 512 50 42 08	Postage	282.14	398.08	698.98	403.00	498.88	550.00	550.00
1	0	512	0 512 50 42 10	Office Productivity Software	695.28	195.14	0	200	0	150	150
1	0	512	0 512 50 45 01	Printing	0.00	0.00	519.27	196.00	0.00	550.00	600
1	0	512	0 512 50 46 00	Insurance	3,122.00	4,160.62	4,290.00	4,390.00	5,026.18	4,390.00	4390
1	0	512	0 512 50 48 01	Education/Training	50.00	0.00	0.00	100.00	125.00	250.00	250.00
1	0	512	0 512 50 48 02	Meals/Lodging/Travel	0.00	0	0	250.00	0.00	250.00	500.00

1	0	512	0 512 50 49 00	Dues/membership/misc	150.00	150.00	150.00	150.00	150.00	150.00	250.00
				<b>Judicial Total</b>	<b>13,754.19</b>	<b>16,657.15</b>	<b>56,336.90</b>	<b>53,154.00</b>	<b>43,877.49</b>	<b>54,266.92</b>	<b>59,615.33</b>
				<b>Executive</b>							
1	0	513	10 513 10 10 00	Mayor Stipend	12,000.00	13,000.00	15,000.00	15,000.00	13,500.00	18,000.00	18000
1	0	513	10 513 10 20 00	Mayor Benefits - Taxes	994.50	918.00	1,032.80	1,148.00	1032.75	1,193.92	1,193.92
1	0	513	10 513 10 42 03	MNS Service Provider	941.84	1,483.13	2,647.35	1,779.00	1,941.22	1,779.00	2100
1	0	513	10 513 10 42 05	PRA Compliance Software	0	0.00	0.00	124.00	0	124.00	125.00
1	0	513	10 513 10 42 06	City Web Site	115.38	121.23	0.00	125.00	0.00	125.00	125.00
1	0	513	10 513 10 42 08	Postage	15.00	21.43	22.86	33.00	25.43	33.00	33
1	0	513	10 513 10 42 10	Office Productivity Software	815.23	8.67	0.00	0.00	0.00	0.00	0.00
1	0	513	10 513 10 46 00	Insurance	1,117.10	6,026.62	5,847.00	6,027.00	6,663.18	6,027.00	6836.18
1	0	513	10 513 10 48 01	Executive - Education/Training	75	1,539.00	134.35	1,000.00	44.84	1,500.00	1500
1	0	513	10 513 10 48 02	Executive - Meals, Travel, & Lodging	31.91	260.79	0	1,000.00	339.4	1,000.00	1000
1	0	513	20 513 20 10 00	Executive Spt Salaries & Wages	21,938.28	22,396.90	20,300.50	14,672.00	18,545.78	14,672.00	22,396.90
1	0	513	20 513 20 20 00	Executive Spt Benefits - Taxes	1,800.94	1,524.72	1,667.44	2,044.00	1,398.64	2,125.76	2125.76
1	0	513	20 513 20 21 00	Executive Spt Benefits - Health Care	2,578.49	622.66	3,442.50	2,842.00	617.57	2,955.68	2,955.68
1	0	513	20 513 20 22 00	Executive Spt Benefits - Retirement	2,927.42	1,268.12	1,895.04	2,327.00	2,009.11	2,000.00	2309.11
1	0	513	20 513 20 22 01	Executive Spt Benefits - Retirement	0	0	0	92.00	121.34	92.00	125
1	0	513	21 513 20 42 03	MNS Service Provider	2,797.64	4,394.39	7,702.06	5,271.00	5,751.87	4,700.00	6171
1	0	513	21 513 20 42 04	E Governance Software	791.27	766.67	1,066.75	767.00	832.37	1,256.00	1256
1	0	513	21 513 20 42 05	PRA Compliance Software	249.00	249.00	273.90	249.00	290.33	249.00	350.00
1	0	513	21 513 20 42 06	City Web Site	0.00	0.00	0.00	125.00	0.00	125.00	125.00
1	0	513	21 513 20 42 10	Office Productivity Software	36.24	0.00	0.00	0.00	0.00	0.00	0.00
1	0	513	21 513 20 45 10	CS Commission - Examiner	0.00	0.00	0.00	500.00	0.00	500.00	500.00
1	0	513	21 513 20 46 00	CS Commission - Insurance	2,082.00	0	4,050.00	4,170.00	4,972.98	4,336.80	5,270.00
1	0	513	21 513 20 48 01	CS Commission - Training	0	0	0	300	0	300	300
1	0	513	21 513 20 48 02	CS Commission - Travel, Meals, & Lo	0	0	0.00	800.00	0.00	800.00	800.00
1	0	513	10 513 10 42 05	PRA Compliance Software	0	0	0	124	0	124	124
				<b>Executive Total</b>	<b>51,307.24</b>	<b>54,601.33</b>	<b>65,082.55</b>	<b>60,519.00</b>	<b>58,086.81</b>	<b>64,018.16</b>	<b>75,721.55</b>
				<b>Finance, Recording &amp; Elections</b>							
1	0	514	0 514 20 10 00	Salaries & Wages	27,519.04	27,111.39	70,806.20	42,714.00	34,107.52	68,921.45	68,921.45
1	0	514	0 514 20 20 00	Benefits - Taxes	2,497.13	1,895.48	3,056.39	3,489.00	2,563.12	3,625.56	3,625.56

1	0	514	0 514 20 21 00	Benefits - Health Care	3,783.72	830.20	6,508.55	6,106.00	1,404.59	6,350.24	6,350.24
1	0	514	0 514 20 22 00	Benefits - Retirement	3,734.34	1,604.15	3,658.63	3,149.00	3,730.01	3,274.96	3,948.00
1	0	514	0 514 20 22 01	Benefits - Retirement (DCP)	0	0.00	0.00	198.00	213.86	198.00	235.00
1	0	514	0 514 20 30 00	Office Supplies	1,044.44	1,020.16	2,327.44	949.00	624.19	1,365.12	1,365.12
1	0	514	0 514 20 31 00	Janitorial Supplies	14.48	277.24	499.59	708.00	7.49	147.82	147.82
1	0	514	0 514 20 42 00	Telephone (Land Line)	1,653.43	950.62	993.88	2,888.00	768.40	1,151.24	1,151.24
1	0	514	0 514 20 42 03	MNS Service Provider	2,230.36	2,841.47	5,074.18	3,294.00	3,594.91	2,266.98	3,896.91
1	0	514	0 514 20 42 05	PRA Compliance Software	249.00	249.00	273.90	249	290.33	249.00	320.00
1	0	514	0 514 20 42 07	Web Bill Pay Services	439	0	0	420	43.55	420	420
1	0	514	0 514 20 42 08	Postage	566.6	1,046.17	2,252.33	800	1,458.91	800	1500
1	0	514	0 514 20 42 10	Office Productivity Software	695.28	195.14	0	200.00	0.00	200.00	0.00
1	0	514	0 514 20 42 13	Financial Software (BIAS)	1,741.51	2,976.98	4,084.38	2,977.00	0.00	2,977.00	2977
1	0	514	0 514 20 45 00	Professional Services	238.2	979.00	1,153.08	777.00	605.88	777.00	777.00
1	0	514	0 514 20 45 01	Equipment Repair/maintenance	0	531.9	0	200	162.09	200	200
1	0	514	0 514 20 46 00	Insurance	3,122.00	4,160.62	4,070.00	4,390.00	5,026.18	4,390.00	5390
1	0	514	0 514 20 48 01	Education & Training	0	1,686.00	180	1,500.00	540	1,500.00	1500
1	0	514	0 514 20 48 02	Travel/lodging/meals	0.00	34.00	33.33	1,000.00	465	1,000.00	1000
1	0	514	0 514 20 49 01	Bank Charges	7,416.09	1,830.71	25	1,830.00	0	1,830.00	1830
1	0	514	0 514 20 49 02	Dues/memberships/misc.	160.00	190.00	375.00	100.00	50.00	100.00	100
1	0	514	0 514 20 49 03	Fines And Penalties	1,892.86	29.68	5,116.22	61.00	49.49	61.00	61
1	0	514	0 514 23 40 00	Audit Costs	13,611.10	4,759.45	9,775.51	8,042.00	4,751.83	5,000.00	5,000.00
1	0	514	0 514 40 51 00	Election Services	3,321.08	2,319.83	3,668.05	2,618.00	2,512.16	2,618.00	3,118.00
1	0	514	0 514 89 35 00	Small Tools & Equipment	412.56	105.77	118.83	198	29.18	198	198
					<b>76,342.22</b>	<b>57,624.96</b>	<b>124,050.49</b>	<b>88,857.00</b>	<b>62,998.69</b>	<b>109,621.37</b>	<b>114,032.34</b>
1	0	515	0 515 41 41 01	City Attorney	50,538.00	51,898.50	43,192.50	30,000.00	96,900.76	30,000.00	65,000.00
1	0	515	0 515 41 41 02	Prosecuting Attorney	8,513.80	11,170.73	13,622.97	12,000.00	10,848.25	13,000.00	13,000
1	0	515	0 515 41 41 05	Outside Counsel	0	29,890.00	0.00	1,500.00	0.00	500.00	500.00
1	0	515	0 515 93 41 03	Public Defender	8,820.00	11,185.00	12,200.00	18,000.00	14,100.00	14,000.00	14,000.00
1	0	515	0 515 93 41 06	Interpreter Services	100.00	0.00	88.75	500.00	179.30	500.00	500.00
					<b>67,971.80</b>	<b>104,144.23</b>	<b>69,104.22</b>	<b>62,000.00</b>	<b>122,028.31</b>	<b>58,000.00</b>	<b>93,000.00</b>

**Centralized/General Services**

				<b>Personnel Services</b>							
1	0	518	10 518 10 10 00	Pers Svc-Salaries	27,010.08	27,111.39	25,911.16	25,361.00	23,097.63	26,391.83	26,391.83
1	0	518	10 518 10 20 00	Pers Svc-Benefits-Taxes	2,209.08	1,880.17	2,102.54	2,206.00	1,737.25	2,272.18	2,272.18
1	0	518	10 518 10 21 00	Pers Svc - Benefits-Health Care	3,552.41	830.2	4,653.38	4,660.00	898.8	4,846.40	4,846.40
1	0	518	10 518 10 22 00	Pers Svc-Benefits-Retirement	3,563.67	1,604.15	2,490.96	2,575.00	2,517.89	2,576.03	2576.03
1	0	518	10 518 10 22 01	Pers Svc-Benefits-Retirement-(DCP)	0.00	0.00	0.00	152.00	190.62	152.00	152.00
1	0	518	10 518 10 30 00	Office Supplies	1,251.68	961.97	1,023.21	900.00	473.12	900.00	900
1	0	518	10 518 10 41 00	Professional Services	178.72	654.30	13.65	500.00	0.00	500.00	500.00
1	0	518	10 518 10 45 02	OASI Benefits DRS	0.00	0.00	0.00	25.00	25.00	25.00	25
1	0	518	10 518 10 46 00	Insurance - HR	1,040.00	4,160.62	4,070.00	4,390.00	5,026.18	4,390.00	5290
1	0	518	10 518 10 47 00	Advertising/Publication	42.00	0.00	0.00	0.00	0.00	0.00	0.00
1	0	518	10 518 10 48 01	Education/Training	285.00	5,728.87	354.92	2,500.00	0.00	1,500.00	1,500.00
1	0	518	10 518 10 48 02	Meals/Lodging/Travel	0	533.59	773.55	750.00	0.00	750.00	750.00
				<b>Personnel Services</b>	<b>39,132.64</b>	<b>43,465.26</b>	<b>41,393.37</b>	<b>44,019.00</b>	<b>33,966.49</b>	<b>44,303.44</b>	<b>45,203.44</b>
				<b>Maintenance/Janitorial Services</b>							
1	0	518	30 518 30 10 00	Central Svc-Salaries & Wages	11,432.12	49,144.56	40,294.62	31,258.00	35,590.40	40,988.00	40,988.00
1	0	518	30 518 30 20 00	Central Svc-Benefits-Taxes	1,210.43	3,194.47	4,455.73	2,536.00	2,247.95	2,644.44	2644.44
1	0	518	30 518 30 21 00	Central Svc-Benefits-Health Care	1,882.36	766.96	6,338.60	6,448.00	1,339.13	6,448.00	6,448.00
1	0	518	30 518 30 22 00	Central Svc-Benefits-Retirement	1,760.66	3,308.07	4,792.30	4,130.00	3,303.73	4,130.00	4130
1	0	518	30 518 30 22 01	Central Services-Benefits-Retiremen	0.00	0.00	0	209	11.20	209	209
1	0	518	30 518 30 23 00	Safety Clothing	0.00	136.08	0.00	250.00	0.00	250.00	250
1	0	518	30 518 30 30 00	Small Tools & Equipment	0.00	50.00	225.67	200.00	0.00	200.00	200.00
1	0	518	30 518 30 31 01	Janitorial Supplies	44.90	165.87	219.63	200.00	51.53	200.00	200.00
1	0	518	30 518 30 32 00	Bldg Hdw/Materials	19.37	0.00	29.04	150.00	30.26	150.00	150
1	0	518	30 518 30 35 06	Fuel, F-150	0.00	216.82	284.38	250.00	164.05	250.00	250.00
1	0	518	30 518 30 45 03	Maintenance - Office Equipment	0.00	0.00	0.00	100.00	0.00	100.00	100.00
1	0	518	30 518 30 45 04	Maintenance - Electronics	0	0	0	750	0	750	750
1	0	518	30 518 30 45 05	Maintenance - Facilities	8,310.42	1,050.24	4,125.45	2,000.00	4,282.34	2,000.00	2000
1	0	518	30 518 30 45 06	Utilities	5,660.20	6,200.71	6,377.33	6,060.00	4,896.23	6,000.00	6000
				<b>Maintance Total</b>	<b>30,320.46</b>	<b>64,233.78</b>	<b>67,142.75</b>	<b>54,541.00</b>	<b>51,916.82</b>	<b>64,319.44</b>	<b>64,319.44</b>
				<b>Information Technology</b>							

1	0	518	80 518 70 42 11	Copier Costs	5,740.18	5,693.66	5,863.25	6,500.00	4,677.27	5,072.28	6,500
1	0	518	80 518 80 42 00	Telephone (Land Line)	0.00	0	0	4,359.00	0	0	0
1	0	518	80 518 80 42 01	Internet Service Provider	5,310.99	5,188.59	4,527.80	4,118.00	2,142.99	4,859.86	4118
1	0	518	80 518 80 42 03	MNS Service Provider	13,125.87	8,898.56	14,884.87	10,673.00	11,799.88	10,673.00	11,639.64
1	0	518	80 518 80 42 06	City Web Site	115.38	121.23	121.23	125.00	0.00	140.00	125.00
1	0	518	80 518 80 42 08	Postage	0.00	0.00	0.00	300.00	0.00	300.00	300.00
1	0	518	80 518 80 42 09	Telephone (Cellular)	0.00	0.00	0.00	2,000.00	0.00	0.00	0.00
1	0	518	80 518 80 42 10	Office Productivity Software	1,549.25	8.67	0.00	0.00	0.00	0.00	0.00
1	0	518	80 518 80 42 13	HR Accounting Software (BIAS)	2,241.51	1,813.48	3,905.38	1,988.00	0.00	1,988.00	1,988.00
					<b>28,083.18</b>	<b>21,724.19</b>	<b>29,302.53</b>	<b>30,063.00</b>	<b>18,620.14</b>	<b>23,033.14</b>	<b>24,670.64</b>

**Other Centralized Services**

1	0	518	90 518 90 10 01	Pers Svc-Salaries (P&R Manager)	0	0.00	0	12,000.00	0.00	0	0
1	0	518	90 518 90 20 00	Pers Services - Personnel Benefits	0	0	0	0.00	0	0	0
1	0	518	90 518 90 20 01	Pers Svc-SalariesBenefits-Taxes (P&F)	0.00	0	0	946	0	946	0
1	0	518	90 518 90 40 00	Audit Costs	0.00	0.00	0.00	6,701.00	0.00	0.00	0.00
1	0	518	90 518 90 46 00	Insurance (City Hall & PW)	6,426.00	10,434.62	9,774.00	11,009.00	11,645.18	11,009.00	11,709.00
1	0	518	90 518 90 49 00	AWC Dues	1,020.00	1,025.00	1,131.00	1,163.00	2,318.19	1,163.00	2,418.19
1	0	518	90 518 90 49 02	WMCA Dues	0	0	0	200	0	200	0
					<b>7446</b>	<b>11,459.62</b>	<b>10905</b>	<b>32,019.00</b>	<b>13,963.37</b>	<b>13318</b>	<b>14127.19</b>

**Law Enforcement**

**Admin**

1	0	521	10 521 10 10 00	Salaries & Wages	36,339.38	57,085.30	54,522.63	50,969.00	41,495.42	51,014.28	55,571.20
1	0	521	10 521 10 10 02	Overtime	0	0	0	1,000.00	333.29	1,000.00	1000
1	0	521	10 521 10 20 00	Benefits - Taxes	3,046.18	3,829.22	4,757.46	3,900.00	1,070.35	4,056.00	3900
1	0	521	10 521 10 20 02	OT Benefits - Taxes	0	0	0	98	25.44	98	98
1	0	521	10 521 10 21 00	Benefits - Health Care	8,005.73	189.32	10,397.79	11,056.00	7,236.01	11,498.24	11056
1	0	521	10 521 10 22 00	Benefits - Retirement	4,900.02	1,523.35	5,508.61	5,225.00	1644.58	5,434.00	5225
1	0	521	10 521 10 22 01	Benefits-Retirement (DCP)	0.00	0.00	0.00	360.00	281.51	360.00	360.00
1	0	521	10 521 10 22 02	OT Benefits - Retirement	0	0	0	103	31.29	103	103
1	0	521	10 521 10 24 02	Retiree Medical/Deductible	0.00	0.00	11,508.75	9,450.00	6,682.50	13,000.00	N/A
1	0	521	10 521 10 31 00	Office Supplies	1,015.09	1,510.27	1,202.07	1,500.00	890.28	1,000.00	1,500.00
1	0	521	10 521 10 33 00	Small Equipment	1,402.95	2,584.65	761.71	2,500.00	1,461.52	1,500.00	1500

1	0	521	10 521 10 36 00	Computer Hardware/software	37.80	440.64	766.49	500	0	500	1000
1	0	521	10 521 10 40 00	Audit Services	0.00	0	0	2,132.00	0	0	0
1	0	521	10 521 10 42 03	MNS Service Provider	1,325.04	1,483.13	3,080.48	1,779.00	3,390.62	1,467.69	3500
1	0	521	10 521 10 42 05	PRA Compliance Software	249.00	249.00	273.90	249.00	290.33	249.00	250
1	0	521	10 521 10 42 06	City Web Site	115.38	121.23	121.23	125.00	0.00	125.00	150.00
1	0	521	10 521 10 42 08	Postage	365.33	553.98	1,603.33	500.00	817.23	500.00	1,000.00
1	0	521	10 521 10 42 09	Telephone (Cellular)	48.33	235.10	565.00	1,655.00	423.62	506.00	506.00
1	0	521	10 521 10 42 10	Office Productivity Software	495.81	8.67	0.00	0.00	0.00	0.00	0.00
1	0	521	10 521 10 45 01	Prof Svc -Background Investigations	650	1,567.84	3,109.65	2,000.00	0	1,000.00	1000
1	0	521	10 521 10 45 02	Repair/Maintenance (Office Equipm	0	78.49	0	850	153.75	750	1000
1	0	521	10 521 10 47 00	Advertising	234.19	250	0.00	250.00	250	250.00	250
1	0	521	10 521 10 48 01	Education/Training	0	0.00	0	500.00	275	500	500
1	0	521	10 521 10 48 02	Meals/Lodging/Travel	47.49	0.00	72.78	1,000.00	822.26	500.00	500.00
1	0	521	10 521 10 49 00	Dues/Memberships/Misc.	292.55	115.47	60.00	116.00	110	125.00	150
					<b>58,570.27</b>	<b>71,825.66</b>	<b>98,311.88</b>	<b>97,817.00</b>	<b>67,685.00</b>	<b>95,536.21</b>	<b>90,119.20</b>
				<b>Operations</b>							
1	0	521	20 521 20 10 00	Salaries & Wages	234,512.29	235,703.23	283,868.34	271,438.00	232,141.54	322,715.57	344,569.20
1	0	521	20 521 20 10 01	Standby	1,779.61	371.38	0	2,500.00	17,063.92	2,500.00	5000
1	0	521	20 521 20 10 02	Overtime	8,144.86	664.89	0.00	10,000.00	19,954.79	5,000.00	5,000.00
1	0	521	20 521 20 20 00	Benefits - Taxes	32,403.32	18,513.57	33,111.71	34,955.00	25,974.68	37,808.80	30,000.00
1	0	521	20 521 20 20 01	Standby Benefits - Taxes	336.82	0	13.84	313	859.95	325.52	400
1	0	521	20 521 20 20 02	OT Benefits - Taxes	98.56	58.15	0.00	1,405.00	1,148.17	1,461.00	1000
1	0	521	20 521 20 21 00	Benefits - Health Care	52,957.41	11,497.99	54,683.19	56,258.00	101,962.31	58,535.32	60,000
1	0	521	20 521 20 22 00	Benefits - Retirement	14,377.23	7,916.30	14,815.74	13,898.00	16,978.86	14,452.92	15000
1	0	521	20 521 20 22 01	Standby Benefits-Retirement	95.55	0	0	130.00	649.35	160.00	160
1	0	521	20 521 20 22 02	OT Benefits-Retirement	47.66	0.00	0.00	550.00	806.19	550.00	550.00
1	0	521	20 521 20 22 03	Benefits-Retirement (DCP)	0	0	934.76	1,800.00	1253.46	1,872.00	1800
1	0	521	20 521 20 23 00	Benefits - Uniforms	2,648.17	3,084.41	4,389.31	3,500.00	2,383.68	3,000.00	3,000.00
1	0	521	20 521 20 30 00	Office Supplies	456.83	390.98	716.97	500.00	580.19	500.00	1,000.00
1	0	521	20 521 20 33 00	Small Equipment	588.10	3,178.01	1,402.61	2,500.00	1,489.00	1,500.00	1500
1	0	521	20 521 20 33 01	Firearm Inventory Replacement	2,619.67	0	0	1,000.00	0	0	0
1	0	521	20 521 20 35 20	Fuel, K8 7418	2,191.17	3,197.11	4,628.49	3,500.00	3,813.76	3,500.00	3500
1	0	521	20 521 20 35 21	Fuel, K8 7419	1,609.89	228.53	3,348.43	3,500.00	1,802.57	3,500.00	3500

1	0	521	20 521 20 35 22	Fuel, K8 7420	3,994.21	3,184.85	1,062.65	3,500.00	2,220.57	3,500.00	3,500.00
1	0	521	20 521 20 35 23	Fuel, Explorer (Black)	205.27	281.41	2,309.52	3,500.00	2,214.67	3,500.00	3500
1	0	521	20 521 20 35 24	Fuel, Ford F150	644.00	2,311.51	5,370.74	3,500.00	4,769.13	3,500.00	3,500.00
1	0	521	20 521 20 37 00	Bullet-proof Vests	2,766.53	1,677.99	1,347.20	3,000.00	0.00	1,500.00	0.00
1	0	521	20 521 20 38 00	Pistol Ammunition	1,500.00	1,500.00	1,319.50	1,500.00	1,000.00	1,500.00	1000
1	0	521	20 521 20 38 01	Rifle Ammunition	480.63	906.07	1,119.60	1,000.00	0.00	1,000.00	1,000.00
1	0	521	20 521 20 42 03	MNS Service Provider	7,897.74	12,084.49	19,902.94	14,494.00	17,234.13	13,000.00	15000
1	0	521	20 521 20 42 09	Telephone (Cellular)	5,457.39	5,339.58	5,691.97	4,976.00	3,895.06	4,976.00	4,976.00
1	0	521	20 521 20 42 10	Office Productivity Software	1,781.88	8.67	0.00	0.00	0	0.00	500
1	0	521	20 521 20 42 11	Cad Communications	0.00	0.00	0.00	500.00	0.00	500.00	500.00
1	0	521	20 521 20 42 12	RMS System	6,040.00	5,649.00	5,598.00	6,526.00	5,631.00	6,526.00	6,526.00
1	0	521	20 521 20 45 05	LE Equipment Repairs & Maintenan	2,692.43	1,024.20	75.61	1,500.00	390.11	1,000.00	1,500.00
1	0	521	20 521 20 45 11	Maintenance, K8 7418	3.80	1,168.96	467.89	1,500.00	1,082.47	1,000.00	1,000.00
1	0	521	20 521 20 45 12	Maintenance, K8 7419	835.60	62.87	136.86	1,500.00	81.35	1,000.00	1000
1	0	521	20 521 20 45 13	Maintenance, K8 7420	1,174.99	1,000.00	2,315.32	1,500.00	76.12	1,000.00	1000
1	0	521	20 521 20 45 14	Maintenance, Explorer (Black)	449.45	856.98	250.18	1,500.00	590.95	1,000.00	1000
1	0	521	20 521 20 45 15	Maintenance, Ford F150	5,078.56	0.00	2,507.54	1,500.00	4,299.72	1,000.00	1000
1	0	521	20 521 20 45 20	TCSO Interlocal	1,067.84	1,223.14	29.17	3,500.00	0	2,000.00	6000
1	0	521	20 521 20 45 21	Lexipol	3,681.00	3,859.74	3,904.73	5,795.00	4,217.11	4,500.00	4500
1	0	521	20 521 20 46 00	Insurance	17,171.00	20,958.62	19,637.00	22,112.00	23,633.97	22,996.88	22966.88
1	0	521	20 521 20 48 01	Education/Training	3,105.00	5,000.00	5,253.71	5,000.00	664.38	2,500.00	4000
1	0	521	20 521 20 48 02	Meals/Lodging/Travel	203.78	1,636.46	1,509.19	5,000.00	717.39	3,000.00	3000
				<b>Operations Total</b>	<b>421,098.24</b>	<b>354,539.09</b>	<b>481,722.71</b>	<b>500,650.00</b>	<b>501,580.55</b>	<b>537,880.01</b>	<b>562,948.08</b>
				<b>Crime Prevention</b>							
1	0	521	30 521 30 49 01	Crime Prevention Education	148.78	871.89	931.28	1,000.00	145.94	1,000.00	1,000.00
				<b>Facilities</b>							
1	0	521	50 521 50 42 00	Telephone (Land Line)	3,428.28	3,807.78	3,949.39	3,308.00	3,772.62	3,308.00	3,308.00
1	0	521	50 521 50 42 01	Internet Service Provider	349.45	101.52	0.00	2,040.00	0.00	2,040.00	2,040.00
1	0	521	50 521 50 42 02	Alarm Services	751.19	556.12	533.51	800.00	533.51	800.00	800.00
1	0	521	50 521 50 45 00	Custodial Services	250.77	334.83	662.47	500.00	263.89	500.00	500
1	0	521	50 521 50 45 04	Repair & Maintenance	1,733.24	996.67	3,859.51	1,500.00	2,639.41	1,500.00	1,500.00



1	0	521	50 521 50 45 06	Utilities	5,006.46	6,001.10	6,419.99	5,500.00	5,508.59	5,500.00	5500
1	0	521	50 521 50 46 00	Insurance	5,759.00	7,327.62	7,077.00	7,731.00	650.19	7,731.00	7,731.00
					<b>17,278.39</b>	<b>19,125.64</b>	<b>22,501.87</b>	<b>21,379.00</b>	<b>13,368.21</b>	<b>21,379.00</b>	<b>21,379.00</b>
				<b>Fire &amp; Emergency Medical activities</b>							
1	0	522	0 522 20 50 00	Contracted Services - STFEMS	0.00	10,000.00	0.00	10,000.00	5,942.04	10,000.00	10,000.00
1	0	522	0 522 60 49 00	Emergency Management Council Du	0.00	336.52	75	337	75	337	350
				<b>Detention/Correction Activities</b>							
1	0	523	0 523 60 40 00	Detention/Correction-Chehalis	0	0	85	2,500.00	1,070.00	500	2500
1	0	523	0 523 60 40 01	Detention/Correction-Nisqually	0	0	0	280	1385	250.00	250.00
1	0	523	0 523 60 40 02	Detention/Correction-Thurston	0	0.00	75.90	500.00	0.00	500.00	500.00
1	0	523	0 523 60 40 03	Inmate Medical Expenses	0	0	151.8	1,500.00	0	1,500.00	1,500
					<b>0.00</b>	<b>0.00</b>	<b>312.7</b>	<b>4,780.00</b>	<b>2,455.00</b>	<b>2,750.00</b>	<b>4,750.00</b>
				<b>Disaster Services</b>							
1	0	525	0 525 10 42 14	Go To Meeting	0.00	0.00	0	0.00	1,379.56	0.00	1,400.00
1	0	525	0 525 20 33 01	Recovery Grant Supplies	29.15	0.00	820.58	0.00	0.00	0.00	0.00
1	0	525	0 525 20 33 02	COVID-19 Cleaning Materials	970.6	6.47	0.00	0.00	0.00	0.00	0.00
1	0	525	0 525 20 33 03	COVID-19 PPE	556.10	0.00	0.00	0.00	0.00	0.00	0.00
1	0	525	0 525 20 45 01	Recovery Grant Printing Svc	500.00	0.00	0.00	0.00	0.00	0.00	0.00
1	0	525	0 525 20 45 13	Vehicle Maintenance	0	0	0	0.00	0	0	0
1	0	525	0 525 30 45 50	COVID-19 Grant Proceeds	4,575.00	2,950.00	0.00	0.00	0.00	0.00	0.00
1	0	525	0 525 30 45 51	Food Bank Plus Donation	19,416.00	0.00	0.00	0.00	0.00	0.00	0.00
1	0	525	0 525 30 45 52	CARES Act Disbursement To EDC	45,000.00	0	0	0	0	0	0
1	0	525	0 525 50 40 01	Emergency Notification System	0.00	0.00	0.00	0.00	269.47	0.00	300.00
					<b>71,046.85</b>	<b>2,956.47</b>	<b>820.58</b>	<b>0.00</b>	<b>1,649.03</b>	<b>0.00</b>	<b>1,700.00</b>
				<b>Building Services</b>							
1	0	526	0 524 10 07 00	Vehicle Fuel	0	0.00	0.00	0.00	1,921.85	2,500.00	2,500.00
1	0	526	0 524 10 10 00	Salaries And Wages	0	0.00	0.00	0.00	37,214.61	57,854.40	65,190.40
1	0	526	0 524 10 20 00	Benefits-Taxes	0	0.00	0.00	0.00	2,660.30	1,905.28	2,146.87



1	0	526	0 524 10 21 00	Benefits-Healthcare	0.00	0.00	0.00	0.00	1,893.68	4,033.00	4,544.39
1	0	526	0 524 10 22 00	Benefits-Retirement	0.00	0.00	0.00	0.00	3,924.38	2,253.00	2,538.68
1	0	526	0 524 20 06 00	Benefits-Safety Uniforms	0.00	0.00	0.00	0.00	528.79	500.00	500.00
1	0	526	0 524 20 20 00	Overtime	0	0	0	0.00	0.00	1,000.00	1,000.00
1	0	526	0 524 30 01 00	Office Productivity Software	0	0	0.00	0.00	0.00	500.00	500.00
1	0	526	0 524 30 02 00	PRA Compliance Software	0.00	0	0	0	290.33	500.00	500
1	0	526	0 524 30 03 00	Small Equipment/Tools	0.00	0.00	0.00	0.00	1,177.74	1,500.00	1,500.00
1	0	526	0 524 30 06 00	Vehicle Maintenance	0.00	0.00	0.00	0.00	2,117.91	1,500.00	1,500.00
1	0	526	0 524 30 07 00	Office Supplies	0.00	0	0	0.00	276.26	500.00	500.00
1	0	526	0 524 30 08 00	Cell Phone	0.00	0.00	0.00	0.00	378.61	600.00	600.00
1	0	526	0 524 30 09 00	Postage	0.00	0.00	0.00	0.00	26.72	500.00	500.00
1	0	526	0 524 30 10 00	Legal-City Attorney	0	0.00	0	0	0	500.00	500
1	0	526	0 524 30 11 00	Computer Hardware/Software	0	0	0	0.00	328.43	1,000.00	10
1	0	526	0 524 30 12 00	MNS Service Provider	0	0.00	0.00	0.00	0.00	500.00	500.00
1	0	526	0 524 30 13 00	Equipment-Repairs/Maintenance	0	0.00	0.00	0.00	149.18	500.00	500.00
1	0	526	0 524 40 01 00	Dues/Memberships/Misc	0.00	0	0	0	0	250	250
1	0	526	0 524 40 02 00	Education/Training	0.00	0	0.00	0.00	1,176.50	1,000.00	2,000.00
1	0	526	0 524 40 03 00	Travel/Lodging/Meals	0.00	0	0	0.00	1,197.50	500.00	1,000.00
					<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>55,262.79</b>	<b>79,895.68</b>	<b>88,780.34</b>
				<b>Conservation</b>							
1	0	553	0 553 70 40 01	DNR FFPA Assessment	19.40	27.38	0	20.00	267.56	20.00	133.75
1	0	553	0 553 70 51 00	Air Pollution Control	1,454.78	1,499.60	1,528.10	1,529.00	1,746.69	1,529.00	1,800.00
					<b>1,474.18</b>	<b>1,526.98</b>	<b>1,528.10</b>	<b>1,549.00</b>	<b>2,014.25</b>	<b>1,549.00</b>	<b>1,933.75</b>
				<b>Enviromental Services</b>							
1	0	554	0 554 30 45 06	Utilities	387.56	217.73	215.46	531	127.25	531	531
1	0	554	0 554 30 45 30	Join Animal Services Contract	0.00	0	0	12,000.00	0	3,000.00	0
1	0	554	0 554 30 31 00	Supplies/Dog Tags	-124.10	67.5	81.95	81.95	88.35	0.00	88.35
1	0	554	0 554 30 46 00	Insurance	781.00	1,360.62	1,216.00	1,435.00	2,070.18	1,435.00	1435
					<b>1,044.46</b>	<b>1,645.85</b>	<b>1,513.41</b>	<b>14,047.95</b>	<b>2,285.78</b>	<b>4,966.00</b>	<b>2054.35</b>

**Community Planning & Economic Development**

<b>Protective Inspection Services</b>											
1	0	558	10 524 60 10 00	Salaries & Wages - Building Inspecto	6,437.51	17,590.57	90,030.15	21,134.00	16,333.87	40,230.57	0
1	0	558	10 524 60 20 00	Benefits - Taxes	555.26	136.29	1,653.22	1,832.00	283.56	1,905.28	0
1	0	558	10 524 60 21 00	Benefits - Healthcare	0	0	3,221.32	3,878.00	321.54	4,033.00	0
1	0	558	10 524 60 22 00	Benefits - Retirement	0.00	0	1,841.41	2,167.00	449.43	2,253.00	0
1	0	558	10 524 60 22 01	Benefits - Reirement (DCP)	0.00	0.00	0	126.00	0	131.04	0
1	0	558	10 524 60 30 00	Office Supplies	0.00	0.00	363.40	150.00	21.06	150.00	0.00
1	0	558	10 524 60 42 03	MNS Service Provider	941.84	1,483.13	3,059.51	1,779.00	1,941.22	2,028.26	0.00
1	0	558	10 524 60 42 05	PRA Compliance Software	249	249	273.90	249.00	0	273.90	0
1	0	558	10 524 60 42 06	City Web Site	115.38	121.23	121.23	125.00	108.13	820.83	0
1	0	558	10 524 60 42 08	Postage	28.80	21.43	30.71	50.00	25.43	50.00	0.00
1	0	558	10 524 60 42 10	Office Productivity Software	13.59	0.00	0.00	0.00	0.00	0.00	0.00
1	0	558	10 524 60 45 01	Code Publications	1,221.83	0.00	0.00	1,222.00	0.00	1,222.00	0.00
1	0	558	10 524 60 46 00	Insurance	1,040.00	7,893.62	7,604.00	8,328.00	8,240.18	7,604.00	0
1	0	558	10 524 60 49 00	Dues	95	95.00	195	145	95	195	0
					<b>10,698.21</b>	<b>27,590.27</b>	<b>108,393.85</b>	<b>41,185.00</b>	<b>27,819.42</b>	<b>60,896.88</b>	<b>0</b>
<b>Tourism</b>											
1	0	558	30 557 30 00 00	Tourism Promotional Items	291.99	0.00	0	500	0	2,000.00	0
1	0	558	30 557 30 31 00	Supplies	0	0	0	125	0	125	0
1	0	558	30 557 30 44 00	Tourism (VCB Interlocal)	0.00	0	5,000.00	5,000.00	5,000.00	5,000.00	0.00
1	0	558	30 557 30 47 00	Tourism Expenses	670.00	0.00	0.00	1,000.00	319.75	1,000.00	0
1	0	558	30 557 30 48 02	Lodging/Meals/Travel	0	0	895	750	44.52	895	0
1	0	558	30 557 30 49 00	VCB Dues	0	0	0	200	0	200.00	0
					<b>961.99</b>	<b>0.00</b>	<b>5895</b>	<b>7575</b>	<b>5364.27</b>	<b>9,220.00</b>	<b>0</b>
<b>Planning</b>											
1	0	558	60 558 60 10 00	Salaries & Wages	21,937.95	34,710.96	15,673.50	12,625.00	0	16,673.00	16673
1	0	558	60 558 60 20 00	Benefits - Taxes	1,861.11	1,524.65	156.41	1,120.00	0.00	1,164.80	0.00
1	0	558	60 558 60 21 00	Benefits - Health Care	2,590.06	622.7	871.68	711.00	0	906.54	0.00
1	0	558	60 558 60 22 00	Benefits - Retirement	2,968.06	1,267.97	209.05	582	0	582	
1	0	558	60 558 60 22 01	Benefits - Retirement - (DCP)	0	0	0	24	0	24	

1	0	558	60 558 60 31 00	Supplies	50.39	26.56	176.38	500.00	41.46	500.00	500.00
1	0	558	60 558 60 42 03	MNS Service Provider	4,792.98	7,580.32	12,820.34	9,092.00	9,922.00	9,092.00	9292
1	0	558	60 558 60 42 04	E-Governance System	791.27	1,316.66	1,088.66	550	2,522.28	1,088.66	1,088.66
1	0	558	60 558 60 42 05	PRA Compliance Software	249.00	249.00	273.9	249	290.33	249	249
1	0	558	60 558 60 42 06	City Web Site	115.38	121.23	121.23	125	0	125	125
1	0	558	60 558 60 42 08	Postage	123.14	100.71	443.69	150	345.85	304	304.00
1	0	558	60 558 60 42 10	Office Productivity Software	1,261.06	8.67	0.00	0.00	0.00	0.00	0.00
1	0	558	60 558 60 43 00	Engineering Services Planning	1,324.50	1,967.50	1,447.50	2,500.00	294.26	2,500.00	2500
1	0	558	60 558 60 44 00	Planning Services Contract	29,130.97	11,338.75	90,469.65	30,000.00	41,567.30	30,000.00	35000
1	0	558	60 558 60 44 01	Strategic Visioning Facilitator	0	0.00	103.3	2,500.00	0	2,000.00	200
1	0	558	60 558 60 44 02	SMP Update	7,375.00	0	650	0	0	650	650
1	0	558	60 558 60 45 01	Printing	207.12	0	0	50	0	50	50.00
1	0	558	60 558 60 46 00	Insurance	3,122.00	12,559.62	11,799.00	13,251.00	13,887.18	13,251.00	13,251
1	0	558	60 558 60 47 00	Advertising/planning	0.00	308.98	110.64	225.00	239.70	225.00	225
1	0	558	60 558 60 48 01	Training/Education	35	40	540	250.00	0	500.00	500
1	0	558	60 558 60 48 02	Meals/Lodging/Travel	0.00	724.75	55.68	500	0	500	500.00
1	0	558	60 558 60 49 00	TRPC Dues	1,888.00	1,898.23	2,037.00	1,899.00	2,083.00	1,899.00	2,500
				<b>Planning Total</b>	<b>79,822.99</b>	<b>76,367.26</b>	<b>139,047.61</b>	<b>76,903.00</b>	<b>71,193.36</b>	<b>82,284.00</b>	<b>83,608</b>
				<b>Economic Development</b>							
1	0	558	70 558 70 10 00	Salaries & Wages - Econ Dev	6,008.75	28,387.10	38.31	12,156.00	3,836.16	3,500.00	4000
1	0	558	70 558 70 20 00	Benefits - Taxes	503.44	1,662.00	803.67	1,068.00	314.41	1,068.00	1068
1	0	558	70 558 70 22 00	Benefits - Retirement	827.42	1,520.45	745.09	1,246.00	532.7	1,000.00	1000
1	0	558	70 558 70 45 00	Professional Services - EDC Contract	3,750.00	6,250.00	9,675.00	10,000.00	8,750.00	12,500.00	10000
1	0	558	70 558 70 45 07	Professional Services - Grant Writer	3,750.00	1,250.00	0.00	3,000.00	0.00	3,000.00	3,000.00
1	0	558	70 558 70 45 08	P.A.R.C. Foundation	0.00	0.00	3,500.00	2,500.00	3,500.00	2,500.00	2500
					<b>14,839.61</b>	<b>39,069.55</b>	<b>14,762.07</b>	<b>29,970.00</b>	<b>16,933.27</b>	<b>23,568.00</b>	<b>21568</b>
				<b>Social Services</b>							
1	0	560	0 565 10 45 05	Food Warehouse Maintenance	387.67	0.00	0	300.00	483.75	300.00	400.00
1	0	560	0 565 10 45 06	Food Warehouse Utilities	2,717.57	3,783.19	3,914.69	3,711.00	3,670.07	3,711.00	3,711.00
1	0	560	0 565 10 46 00	Food Warehouse Insurance	347	0	623	673	650.19	673	675.00
				<b>Social Services Total</b>	<b>3,452.24</b>	<b>3,783.19</b>	<b>4537.69</b>	<b>4,684.00</b>	<b>4804.01</b>	<b>4,684.00</b>	<b>4,786.00</b>

				<b>Libraries</b>							
1	0	572	0 572 50 10 00	Salaries & Wages	1,447.42	2,475.69	8,990.31	8,886.00	7,693.62	9,241.44	12,886.00
1	0	572	0 572 50 20 00	Benefits - Taxes	168.16	179.6	854.52	784.00	480.10	815.36	1,000.00
1	0	572	0 572 50 21 00	Benefits - Health Care	235.51	114.99	1,514.81	1,775.00	385.66	1,846.00	2000
1	0	572	0 572 50 22 00	Benefits-Retirement	195.6	162.69	857.03	911	617.68	947.44	1300
1	0	572	0 572 50 22 01	Benefits -Retirement (DCP)	0	0	0	58	5.58	60.32	100
1	0	572	0 572 50 31 00	Office Supplies	32.39	0.00	0.00	100.00	0.00	100.00	100.00
1	0	572	0 572 50 31 01	Janitorial Supplies	264.27	250	311.45	250	488.81	250	250
1	0	572	0 572 50 35 06	Fuel	131.36	150.29	558.46	250.00	273.22	250.00	250
1	0	572	0 572 50 45 06	Utilities	4,963.41	4,725.82	5,533.63	4,410.00	4,643.38	4,500.00	5200
1	0	572	0 572 50 46 00	Insurance	2,773.00	3,781.62	3,682.00	3,990.00	4,626.18	3,990.00	3,990.00
1	0	572	0 572 50 48 00	Repairs/Maintenance	1,293.23	605.88	560.68	1,000.00	1,292.74	1,000.00	1000
				<b>Libraries Total</b>	<b>11,504.35</b>	<b>12,446.58</b>	<b>22,862.89</b>	<b>22,414.00</b>	<b>20,506.97</b>	<b>23,000.56</b>	<b>28,076.00</b>
				<b>Museum</b>							
1	0	575	30 575 30 10 00	Salaries & Wages	13.19	124.69	16,777.63	6,556.00	7,883.90	14,331.77	20,000
1	0	575	30 575 30 20 00	Benefits - Taxes	1.32	6.34	1,321.05	578.00	499.13	601.12	700.00
1	0	575	30 575 30 21 00	Benefits - Health Care	2.08	0.00	1,014.74	1,222.00	381.58	1,270.88	1800
1	0	575	30 575 30 22 00	Benefits - Retirement	1.71	9.24	718.32	731	662.97	760.24	1000
1	0	575	30 575 30 22 01	Benefits - Retirement (DCP)	0	0	0	40	0	40	60
1	0	575	30 575 30 31 00	Office Supplies	61	0	0.00	200.00	0.00	100.00	800
1	0	575	30 575 30 31 01	Janitorial Supplies	190.94	150	0.00	250	200.45	150	250
1	0	575	30 575 30 42 00	Telephone (Land Line)	528.4	573.65	678.77	600.00	564.28	600.00	600
1	0	575	30 575 30 42 02	Alarm Services	0	504	343.76	200	190.8	250	200
1	0	575	30 575 30 42 03	MNS Service Provider	941.86	1,483.03	3,059.45	1,779.00	1,941.22	1,779.00	2500
1	0	575	30 575 30 42 05	PRA Compliance Software	249.00	249.00	273.90	249.00	290.33	300.00	300.00
1	0	575	30 575 30 42 06	City Web Site	115.38	301.23	242.47	302	0.00	945.83	302.00
1	0	575	30 575 30 45 05	Repairs & Maintenance	1,550.57	2,317.76	1,842.94	2,500.00	2,251.96	2,000.00	2,500.00
1	0	575	30 575 30 45 06	Utilities	7,537.79	8,239.09	6,775.42	7,886.00	5,703.90	7,886.00	7886
1	0	575	30 575 30 46 00	Insurance	2,773.00	6,297.62	6,118.00	6,644.00	7,280.18	6,644.00	7,000.00
1	0	575	30 575 30 47 00	Advertising	360	0	0.00	0.00	0.00	0.00	0.00
				<b>Museum Total</b>	<b>14,326.24</b>	<b>20,255.65</b>	<b>39,166.45</b>	<b>29,737.00</b>	<b>27,850.70</b>	<b>37,658.84</b>	<b>45,898.00</b>

				<b>Quarry House</b>								
1	0	575	50 575 50 10 00	Salaries & Wages	920.79	1,715.15	4,301.77	4,056.00	12,724.19	4,592.24	8056	
1	0	575	50 575 50 20 00	Benefits - Taxes	148.35	127.10	409.20	358.00	846.66	372.32	800	
1	0	575	50 575 50 21 00	Benefits - Health Care	163.34	0.00	652.64	1,222.00	534.29	588.28	2400	
1	0	575	50 575 50 22 00	Benefits - Retirement	124.52	98.23	455.04	416.00	1,085.88	432.64	850.00	
1	0	575	50 575 50 22 01	Benefits - Retirement (DCP)	0	0.00	0	26.00	13.99	26.00	50.00	
1	0	575	50 575 50 31 00	Supplies	0	0.00	0.00	244.00	431.32	150.00	800.00	
1	0	575	50 575 50 31 01	Janitorial Supplies	327.4	4.95	81.27	186	900.15	150	186	
1	0	575	50 575 50 35 06	Fuel	104.13	0	0	100.00	207.28	200	200.00	
1	0	575	50 575 50 42 00	Telephone (Land Line)	646.1	560.12	519.56	651	721.17	651	651	
1	0	575	50 575 50 42 01	Internet Service Provider	1,407.86	3,125.49	2,371.05	3,000.00	1,928.70	1,600.00	3,000.00	
1	0	575	50 575 50 42 05	PRA Compliance Software	249.00	249	273.9	249.00	290.33	249.00	300.00	
1	0	575	50 575 50 42 06	City Web Site	115.38	301.23	121.23	302	0	820.83	500	
1	0	575	50 575 50 45 05	Repairs & Maintenance	1,036.59	1,227.06	1,079.67	1,000.00	2,344.29	1,100.00	1000	
1	0	575	50 575 50 45 06	Utilities	3,727.68	2,988.37	3,054.94	4,000.00	2,653.38	4,000.00	4,000.00	
1	0	575	50 575 50 46 00	Insurance	3,466.00	4,620.62	4,520.00	4,875.00	5,511.18	4,875.00	5,000.00	
					<b>12,437.14</b>	<b>15,017.32</b>	<b>17,840.27</b>	<b>20,685.00</b>	<b>30,192.81</b>	<b>19,807.31</b>	<b>27,793.00</b>	
				<b>Campgrounds</b>								
1	0	576	30 576 30 10 00	Salaries & Wages	5,329.31	20,562.31	7,811.61	3,948.00	10,365.39	5,585.84	10,585.84	
1	0	576	30 576 30 20 00	Benefits - Taxes	880.11	1,593.60	1,161.69	348	647.84	856.91	1699.76	
1	0	576	30 576 30 21 00	Benefits - Health Care	627.52	685.04	1,123.59	777	350.78	1,400.00	2900	
1	0	576	30 576 30 22 00	Benefits - Retirement	481.81	1,406.32	502.43	405	751.76	810	1700	
1	0	576	30 576 30 22 01	Benefits - Retirement (DCP)	0	0.00	0.00	26	13.99	26	60	
1	0	576	30 576 30 35 08	Fuel	241.72	0.00	357.65	200.00	180.13	200.00	300.00	
1	0	576	30 576 30 45 06	Utilities - Campground	0.00	0.00	0.00	300.00	0.00	300.00	300.00	
1	0	576	30 576 30 46 00	Insurance - Campground	613	1,530.62	1,501.00	1,615.00	2,251.18	1,615.00	1,615.00	
1	0	576	30 576 30 53 00	Taxes & Assessments	35.93	0.00	0	150	0	150	150	
						<b>25,777.89</b>	<b>12,457.97</b>	<b>7,769.00</b>	<b>14,561.07</b>	<b>10,943.75</b>	<b>19,310.60</b>	
				<b>Ballfields &amp; Concessions</b>								
1	0	576	40 576 40 10 00	Salaries & Wages	8,675.14	10,917.56	10,901.70	6,227.00	16,993.72	8,543.41	15795.58	
1	0	576	40 576 40 20 00	Benefits - Taxes	963.40	725.36	1,104.32	549.00	1,175.88	701.02	1,236.07	
1	0	576	40 576 40 21 00	Benefits - Health Care	929.11	103.17	1,562.42	112	664.45	1,146.25	1703.56	

1	0	576	40 576 40 22 00	Benefits - Retirement	1,021.01	944.21	731.91	639.00	1,407.92	639.00	1170.95
1	0	576	40 576 40 22 01	Benefits - Retirement (DCP)	0	0	0	36	22.37	36	50
1	0	576	40 576 40 31 00	Supplies	703.23	195.29	1,132.77	300.00	720.73	300.00	1,000.00
1	0	576	40 576 40 35 06	Fuel	458.65	477.39	785.16	250.00	310.71	500.00	600.00
1	0	576	40 576 40 35 08	Fuel, Diesel	175.85	120.81	289.44	250.00	161.7	500.00	500.00
1	0	576	40 576 40 45 05	Repairs & Maintenance	457.32	131.38	603.57	550.00	871.24	600.00	1,000.00
1	0	576	40 576 40 45 06	Utilities	3,406.63	2,771.94	3,299.93	4,000.00	5,994.18	3,000.00	7,000.00
1	0	576	40 576 40 46 00	Insurance - Ball Fields	613	2,367.62	2,318.00	2,498.00	3,134.18	2,498.00	2500
1	0	576	40 576 50 35 00	Fuel			0.00	0.00	96.07	0.00	0.00
					<b>17,403.34</b>	<b>18,754.73</b>	<b>22,729.22</b>	<b>15,411.00</b>	<b>31,553.15</b>	<b>18,463.68</b>	<b>32556.16</b>
				<b>Park Core &amp; Playground</b>							
1	0	576	80 576 80 10 00	Salaries & Wages	10,053.91	17,398.34	12,282.11	10,369.00	14,306.90	15,261.45	16024.52
1	0	576	80 576 80 20 00	Benefits - Taxes	1,461.58	1,242.08	1,308.46	914.00	1,026.22	1,300.00	1,365.00
1	0	576	80 576 80 21 00	Benefits - Health Care	1,055.30	316.85	2,504.10	1,889.00	650.19	2,200.00	2310
1	0	576	80 576 80 22 00	Benefits - Retirement	997.43	1,241.20	1,275.91	1,063.00	1,275.41	1,600.00	1,680.00
1	0	576	80 576 80 22 01	Benefits - Retirement (DCP)	0	0	0	62.00	27.95	62	80
1	0	576	80 576 80 31 00	Office Supplies	95.21	291.69	0.00	500.00	47.08	500.00	500
1	0	576	80 576 80 32 00	Hardware & Materials	681.78	748.83	761.97	800.00	1263.21	800.00	1,000.00
1	0	576	80 576 80 34 00	Small Equipment	0.00	894.58	274.93	900.00	1,218.94	900.00	1,200.00
1	0	576	80 576 80 35 03	Fuel	293.33	732.74	2,464.80	1,000.00	967.50	1,000.00	1800
1	0	576	80 576 80 35 04	Fuel, Diesel	0.00	0.00	255.86	800.00	157.60	800.00	800.00
1	0	576	80 576 80 42 05	PRA Compliance Software	249	249	273.9	249	290.33	300	300
1	0	576	80 576 80 42 06	City Web Site	115.38	121.24	121.23	125.00	0.00	820.83	820.00
1	0	576	80 576 80 42 10	Office Productivity Software	190.56	8.65	0.00	0.00	0.00	0.00	0.00
1	0	576	80 576 80 45 05	Repairs & Maintenance (Park)	1,773.40	1,000.56	3,522.18	1,500.00	3,483.25	5,500.00	5500
1	0	576	80 576 80 45 06	Utilities	5,046.84	4,883.57	4,862.71	4,414.00	3,457.02	2,940.00	4,414.00
1	0	576	80 576 80 46 00	Insurance (Park)	2,867.00	2,786.62	2,736.00	2,940.00	3,576.18	2,940.00	2940
1	0	576	80 576 80 53 00	Property Taxes	245.29	245.29	225.52	250	247.29	250	250
					<b>25,126.01</b>	<b>32,161.24</b>	<b>32,869.68</b>	<b>27,775.00</b>	<b>31,995.07</b>	<b>37,174.28</b>	<b>40983.52</b>
				<b>Other Decreases in fund resources</b>							
1	0	580	0 582 00 00 02	Deposit Refund / Special Events	0.00	400.00	400.00	900.00	0.00	400.00	400

1	0	580	0 582 10 00 04	Deposit Refund/Hydrant Meter	0	184.14	0.00	61.00	0.00	61.00	0.00
1	0	580	0 588 10 00 00	Prior Period(s) Adjustments - Other	6,612.02	0.00	0	0	0	0	0
1	0	580	0 589 00 00 02	Deposit Refund / Special Events	100	0.00	0.00	0.00	0.00	0.00	0.00
1	0	580	0 589 10 00 01	Deposit Refunds / Facility Rental	1,890.00	75.00	185.00	3,434.00	3,955.00	200.00	3,500.00
1	0	580	0 589 10 00 04	Deposit Refund/Hydrant Meter	0.00	0.00	108.89	0.00	0.00	0.00	0.00
1	0	580	0 589 30 00 02	Building Code Fees	480.50	416.00	473.00	207.00	346.50	480.00	411.30
1	0	580	0 589 30 00 03	Crime Victim Comp Fund	272.76	214.04	150.01	461.00	175.97	461.00	337.50
1	0	580	0 589 30 00 04	Trauma	380.36	188.37	123.14	776.00	342.11	175.00	328.57
1	0	580	0 589 30 00 05	Auto Theft Prevention	660.97	365.4	246.99	1,507.00	635.88	175.00	591.07
1	0	580	0 589 30 00 06	Trauma Brain Injury	269.95	145.76	102.37	301	318.6	301	227.53
1	0	580	0 589 30 00 07	State Fees 3	294.71	238.55	210.37	281	862.17	281.00	379.16
1	0	580	0 589 30 00 08	WSP Highway Account	432.26	101.86	6.42	420.00	172.41	420.00	226.57
1	0	580	0 589 30 00 09	Highway Safety	0	0.00	0.00	39.00	1.77	39.00	39.00
1	0	580	0 589 30 00 10	Death Investigation	39.99	135.15	0.61	150.00	16.69	150.00	68.54
1	0	580	0 589 30 00 15	Thurston-Mason Behavioral Health	0	0	591.11	500.00	475.05	500.00	315.23
1	0	580	0 589 90 00 01	Claims/Receipt Clearing	12,105.95	1,655.19	0.00	0.00	0.00	0.00	0.00
1	0	580	0 589 91 00 00	State Fees	6,825.74	4,365.69	3,064.59	11,869.00	3,996.65	2,500.00	6,024.53
1	0	580	0 589 92 00 00	State Fees 2	3,707.49	2,554.51	1,816.22	6,266.00	2,201.22	2,500.00	3,309.08
1	0	580	0 589 97 00 00	JIS	2,112.96	1,029.15	723.47	4,035.00	1,692.47	500	1918.61
1	0	580	0 589 99 00 00	School Zone Safety	137.85	144.17	49.63	443	279.93	150	210.91
1	0	580	0 599 14 00 99	Payroll Benefit Clearing Account	29,823.63	-30,582.99	-2,659.87	0	-2,076.87	0	0
					<b>66,147.14</b>	<b>-18,370.01</b>	<b>5,591.95</b>	<b>31,650.00</b>	<b>13,395.55</b>	<b>9,293.00</b>	<b>18287.6</b>
1	0	560	0 565 10 45 05	Food Warehouse Maintenance	0.00	387.67	0.00	300.00	0.00	300.00	300.00
1	0	560	0 565 10 45 06	Food Warehouse Utilities	2,366.44	2,717.57	3,783.19	3,711.00	3,914.69	3,711.00	3,711.00
1	0	560	0 565 10 46 00	Food Warehouse Insurance	0.00	347.00	0.00	673.00	623.00	673.00	673.00
					<b>2,366.44</b>	<b>3,452.24</b>	<b>3,783.19</b>	<b>4,684.00</b>	<b>4,537.69</b>	<b>4,684.00</b>	<b>4,684.00</b>
1	0	597	0 597 00 00 01	Transfer To Quarry Pool (Fund 002)	0	0	0	15,810.19	20,000.00	20,000.00	0
1	0	597	0 597 00 00 02	Transfer To Street Fund (#101)	0.00	0.00	0.00	38,785.48	0.00	0	0
1	0	597	0 597 00 00 05	Transfer To Contingency	0	0	0	0	60,000.00	60,000.00	0
1	0	597	0 597 00 00 18	Transfer To #310	0	0	0.00	0	325,000.00	325,000.00	0

1	0	576	0 576 80 45 04	Replacement Of Damaged Park PG E	0	0	0	0	15,191.28	0	0
1	0	576	30 576 30 10 00	Salaries & Wages	0	5,329.31	20,562.31	8,740.00	7,811.61	3,948.00	5,585.84
2	0	397	0 397 00 00 01	Transfer From #001	0.00	0.00	0.00	15,810.19	20,000.00	20,000.00	0.00
2	0	397	0 397 00 00 08	Transfer From #109	9,084.33	0.00	0	0	0.00	0.00	0.00
<b>Park Facilities</b>											
1	0	576	40 576 40 21 00	Benefits - Health Care	0	929.11	103.17	1,046.00	1,562.42	112.00	1,146.25
1	0	576	40 576 40 22 00	Benefits - Retirement	0	1,021.01	944.21	815	731.91	639	639
1	0	576	40 576 40 22 01	Benefits - Retirement (DCP)	0	0	0	0	0	36	36
<b>Quarry Pool Fund 002</b>											
<b>Pool Operations</b>											
2	0	576	100 576 20 47 00	Advertising	0	0	0	142	0.00	142	142
2	0	576	100 576 20 48 01	Lifeguard Training	0	0	0	600.00	900.00	600.00	1,000.00
2	0	576	100 576 21 10 00	Salaries & Wages - Lifeguards	0	0	0	28,725.00	1,849.45	28,725.00	28725
2	0	576	100 576 21 20 00	Benefits - Taxes - Lifeguards	0	0	0	2,198.00	141.50	2,198.00	2,198.00
					<b>0</b>	<b>0</b>	<b>0</b>	<b>31,665.00</b>	<b>2,890.95</b>	<b>31,665.00</b>	<b>32,065.00</b>
<b>Pool Maintenance</b>											
2	0	576	200 576 20 10 00	Salaries & Wages - Full Time Employ	2,825.46	1,913.00	5,045.26	2,070.00	8,851.08	2,152.80	0
2	0	576	200 576 20 20 00	Benefits - Taxes - Full Time	0	142.67	449.96	214	531.84	434	550
2	0	576	200 576 20 21 00	Benefits - Health Care - Full Time	0	0	740.28	889.00	392.10	924.56	924.56
2	0	576	200 576 20 22 00	Benefits - Retirement - Full Time	0	206.96	496.31	213	560.23	372	550
2	0	576	200 576 20 22 01	Benefits - Retirement -(DCP) Full Tirr	0	0	0.00	29.00	0.00	29.00	29.00
2	0	576	200 576 20 31 00	Supplies	7.1	163.04	34.55	1,651.00	834.22	1,651.00	1500
2	0	576	200 576 20 32 00	Bldg Hdw/Materials	0	0	0	110	13.18	110	110
2	0	576	200 576 20 42 02	Telephone (Land Line)	0.00	0.00	0.00	466.00	109.03	466.00	466.00
2	0	576	200 576 20 42 05	PRA Compliance Software	0.00	0.00	0.00	249.00	0.00	249.00	249.00



2	0	576	200 576 20 42 06	City Web Site	115.38	121.23	121.23	125.00	0.00	820.83	820.83
2	0	576	200 576 20 45 02	Repairs & Maintenance (Pool)	2,061.90	1,026.33	322.04	1,516.00	2,010.99	1,516.00	2,500.00
2	0	576	200 576 20 45 06	Utilities	1,210.75	1,180.43	1,155.83	4,037.00	1,359.56	4,037.00	4,037.00
2	0	576	200 576 20 46 00	Insurance (Pool)	900.00	2,520.91	2,471.00	2,660.00	3,296.18	2,660.00	3,500.00
2	0	576	200 576 20 49 02	Operating Permit/Taxes	750	0	785	1,223.00	2,557.40	1,223.00	2500
					<b>7,870.59</b>	<b>7,274.57</b>	<b>11,621.46</b>	<b>15,452.00</b>	<b>20,515.81</b>	<b>16,645.19</b>	<b>17736.39</b>

**City Street Fund 101**

**Intergovernmental Revenues**

101	0	330	0 334 03 80 01	Ritter Street SCAP Grant	0	0	0	545,003.00	634,862.00	545,003.00	0
101	0	330	0 334 05 90 01	Hodgden Street Intersection	0	0	0	0	0	137,000.00	0
101	0	330	0 336 00 71 00	Multimodal Transpo City	2,508.25	2,483.26	2,647.40	2,620.00	2,553.46	2,620.00	2620
101	0	330	0 336 00 87 00	Mv Fuel Tax - Streets	33,893.87	35,246.64	37,732.04	36,028.00	27,378.04	36,028.00	0
101	0	360	0 361 11 45 21	Investment Interest	14.10	84,358.65	-12.29	171.00	0.00	435.00	0.00
					<b>36,416.22</b>	<b>122,088.55</b>	<b>40,367.15</b>	<b>583,822.00</b>	<b>664,793.50</b>	<b>721,086.00</b>	<b>2,620.00</b>

**Roads/Streets**

101	0	542	0 542 30 10 00	Salaries & Wages	19,116.40	21,077.79	22,570.43	22,603.00	28,046.82	23,507.12	24,682.48
101	0	542	0 542 30 20 00	Benefits - Taxes	2,332.00	1,677.61	2,341.23	1,993.00	2,148.31	2,372.72	2,491.36
101	0	542	0 542 30 21 00	Benefits - Health Care	3,262.13	644.79	4,858.65	4,546.00	1,335.09	4,527.84	4754.23
101	0	542	0 542 30 22 00	Benefits - Retirement	2,451.86	1,672.94	2,262.30	2,317.00	2,707.56	2,409.68	2530.16
101	0	542	0 542 30 22 01	Benefits - Retirement (DCP)	0	0	0	148	83.93	148.00	155.40
101	0	542	0 542 30 31 00	Supplies	392.25	606.42	674.81	800.00	721.73	800.00	1,000.00
101	0	542	0 542 30 33 00	Small Tools	139.25	405.36	128.2	500	484.68	500	500
101	0	542	0 542 30 35 00	Fuel	336.86	542.59	2,187.79	800	2,362.62	2,000.00	3000
101	0	542	0 542 30 35 02	Fuel, Diesel	440.98	622.89	554.86	800	804.07	800	1000
101	0	542	0 542 30 46 00	Insurance	468	1,360.62	1,310.00	1,436.00	2,072.18	1,436.00	1464
101	0	542	0 542 30 48 01	Auto Repair	246.47	0.00	604.69	500	691.5	1,000.00	1500
101	0	542	0 542 30 48 02	Maintenance/repair	2,356.76	3,633.98	4,665.96	4,000.00	2919.17	5,000.00	5000
101	0	542	0 542 63 47 00	Utilities / Street Lighting	33,009.39	35,776.04	36,337.85	37,000.00	32,501.16	37,000.00	37000
101	0	542	0 542 64 48 00	Traffic Control Devices	504.62	1,266.61	165.72	2,500.00	69.47	1,500.00	1500
101	0	542	0 542 67 50 00	Street Cleaning	0	0	0	1,500.00	0	1,500.00	1500

101	0	542	0 542 67 50 01	Street Painting/Striping	0.00	0	0	750	0	1,000.00	1000
					<b>65,056.97</b>	<b>69,287.64</b>	<b>78,662.49</b>	<b>82,193.00</b>	<b>76,948.29</b>	<b>85,501.36</b>	<b>89,077.63</b>
<b>Capital Expenditures</b>											
101	0	594	0 595 10 41 01	Professional Engineering Services	0.00	2,134.00	3,126.93	2,241.00	1,540.00	2,241.00	0.00
101	0	594	0 595 10 43 01	Ritter Street Engineering	0.00	62,959.69	69,370.43	25,665.00	0	0.00	0.00
101	0	594	0 595 30 50 00	Street Sign Replacement	1,224.59	944.91	0.00	1,500.00	2,226.57	1,500.00	1,500.00
101	0	594	0 595 30 62 01	Ritter Street Roadway	0	0	483,574.68	480,865.00	42,047.34	480,865.00	0
101	0	594	0 595 30 63 03	Pot Hole Supplies	2,121.12	1,571.49	1,632.67	1,500.00	686.53	1,500.00	0
101	0	594	0 595 30 63 04	Fuel Storage Tank	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
101	0	594	0 595 40 62 02	Ritter Street Drainage	0.00	0.00	14,335.00	14,335.00	7,515.47	14,335.00	0
101	0	594	0 595 61 62 03	Ritter Street Sidewalks	0.00	0	14,335.00	14,335.00	7,599.97	14,335.00	0
101	0	594	0 595 62 62 00	Hodgden Street Intersection	0.00	0.00	0.00	0.00	149,445.22	137,000.00	0
					<b>3,345.71</b>	<b>67,610.09</b>	<b>586,374.71</b>	<b>540,441.00</b>	<b>211,061.10</b>	<b>651,776.00</b>	<b>6,500.00</b>
<b>Special Revenue Fund 102</b>											
<b>Taxes</b>											
102	0	310	0 313 27 00 00	Affordable & Supportive Housing Sal	0.00	0.00	16,635.63	36,000.00	33,252.78	36,000.00	36,000.00
<b>Contingency Fund 109</b>											
<b>Interfund Transfers</b>											
109	0	397	0 397 00 00 49	Transfer From Water Fund	0.00	0.00	0.00	0.00	0	0.00	0
109	0	397	0 397 00 10 01	Transfer From #001	0.00	0.00	0.00	0.00	60,000.00	60,000.00	0.00
<b>Municipal Cap Improvement Fund 310</b>											
<b>Taxes</b>											
310	0	310	0 318 34 03 01	REET	54,155.49	42,819.87	72,220.65	26,905.00	39,497.04	26,905.00	
<b>Intergovernmental Revenues</b>											

310	0	330	0 330 14 00 00	CDBG Quarry Pool 2022 Funds	0	0	0	0	107,721.53	450,000.00	0
310	0	330	0 331 14 00 01	Housing Rehab Loan Payments	20,217.54	32,000.00	0	0	0	0	0
310	0	330	0 333 14 00 00	CDBG Grant - Quarry Pool Renovatic	0	0	18,597.38	172,318.00	153,720.00	153,720.00	0
310	0	330	0 333 14 00 01	CDBG Grant - Quarry House Renovat	0.00	0	106,737.92	256,481.00	463,281.81	256,481.00	0
310	0	330	0 334 10 00 01	Leg Direct Grant - City Hall Renovati	21,015.27	0.00	479,704.35	339,409.00	3,980.38	0.00	0.00
310	0	330	0 334 40 00 00	HAPI Grant-WA Dept Of Commerce	0	0	0	74,260.00	74,260.00	74,260.00	0
310	0	330	0 337 00 00 01	Port Of Olympia Small Cities Grant	0	0	10,000.00	10,000.00	6,000.00	10,000.00	10000
310	0	330	0 337 00 00 02	2022 Heritage Grant	0	0	10,000.00	5,000.00	0	5,000.00	5000
310	0	330	0 337 00 00 03	Nisqually Tribe Grant	5,000.00	0	0	0	13,647.93	0	14,000
310	0	330	0 337 00 00 04	ARPA-2021	0	0	-3,024.00	135,305.00	0.00	80,000.00	0
310	0	330	0 337 00 00 05	ARPA-2022	0	0	260,559.00	260,305.00	0	92,921.80	0
310	0	330	0 337 00 00 06	Leg Direct Grant-Park Bathrooms	0	0	0	0	0	575,000.00	0
310	0	330	0 337 00 00 07	2023 Lodging Tax Award	0.00	0	0	0.00	0	3,000.00	3,000.00
					<b>46,232.81</b>	<b>32000</b>	<b>882574.65</b>	<b>1,253,078.00</b>	<b>822,611.65</b>	<b>1,700,382.80</b>	<b>32,000.00</b>
				<b>Capital Expenditures</b>							
310	0	558	0 594 58 60 01	Port/Facade Grants	1,000.00	2,000.00	6,000.00	10,000.00	11,250.69	10,000.00	10000
310	0	558	0 594 70 00 00	Leg Direct Grant-Park Bathrooms	0.00	0.00	0.00	0.00	0.00	575,000.00	0
310	0	594	0 594 18 60 03	Danger Tree Management	0.00	0	0.00	0.00	7,404.85	15,000.00	15,000.00
310	0	594	0 594 21 45 02	PW Truck-Street Sweeper	0.00	0.00	739.16	40,000.00	51,952.02	150,000.00	40,000.00
310	0	594	0 594 75 60 01	Museum Reno	0	0	17,447.27	20,000.00	0.00	1,000.00	1,000.00
310	0	594	0 594 76 50 05	ARPA 2021	0.00	0	0	0.00	35,001.03	80,000.00	0
310	0	594	0 594 76 60 00	Park Improvements - General	2,289.79	2,094.80	8,102.75	5,000.00	51,593.13	210,000.00	100000
310	0	594	0 594 76 60 01	Interpretive Signs	61.32	0	2,262.40	3,000.00	4,709.43	3,000.00	3000
310	0	594	0 594 76 60 02	Quarry Pool Renovation Project	14,189.27	24,840.51	15,670.15	172,318.00	270,197.95	440,000.00	0.00
310	0	594	0 594 76 60 03	Quarry House Renovation Project	5,331.36	2,719.00	240,259.50	237,192.00	222,552.51	237,192.00	0
310	0	594	0 594 76 60 04	Caboose Restoration	21,517.96	7,781.26	931.85	6,560.00	0	0	0
310	0	594	0 594 76 60 05	Pump Track	0.00	0.00	27,916.46	50,000.00	0.00	0.00	0.00
310	0	594	0 594 76 60 06	HAPI Grant - WA Dept Of Commerce	0	60,351.81	1,573.75	74,260.00	37,137.45	74,260.00	0.00
310	0	594	0 594 76 60 07	Quarry House-Ramp	0.00	0.00	4,442.48	20,000.00	8,603.10	10,000.00	0.00
310	0	594	0 594 76 60 08	Library-Exterior Wall	0	0	0	2,300.00	0.00	2,300.00	3,500.00
310	0	594	0 594 76 60 09	CDBG 2022 Quarry Pool	0	0	0	0.00	172,503.15	450,000.00	0.00
310	0	594	0 594 76 60 10	Old PW Shop Repair/Maint.	0	0	24,053.73	30,000.00	1,306.18	2,500.00	10,000.00
310	0	594	0 594 76 60 12	Fuel Storage Tank	0	0	0.00	0.00	0.00	0.00	5,000.00

310	0	594	0 594 76 60 11	RTV-XG850 Sidekick Utility Vehicle								20,000.00
310	0	594	0 595 10 42 01	Engineering - City Hall Reno	30,308.73	9,337.68	83,775.93	95,591.00	0	0		0
310	0	594	0 595 50 42 02	Structures - City Hall Reno	0	136,527.57	241,473.00	241,473.00	22,503.93	0.00		0.00
310	0	594	0 595 76 64 01	ARTS WA Grant	0	0	0	0	10,876.74	13,583.34		0.00
310	0	594	0 595 76 65 01	2023 Lodging Tax Award	0.00	0.00	0.00	0.00	2,650.00	3,000.00		0.00
					<b>74,698.43</b>	<b>245,652.63</b>	<b>674,648.43</b>	<b>1,007,694.00</b>	<b>910,242.16</b>	<b>2,276,835.34</b>		<b>207,500.00</b>
310	80	594	0 594 60 70 00	Playground Funds	0	0	429,306.22	499,550.00	79,498.36	70,000.00		0
				<b>Water Fund 401</b>								
				<b>Charges for Services</b>								
401	0	340	0 343 40 00 00	Water Services	244,733.17	236,191.82	250,687.57	242,647.00	219,170.44	230,000.00		0.00
401	0	340	0 343 40 00 02	Water Account Activation Fee	3,240.00	3,480.00	3,120.00	3,000.00	1,840.00	3,000.00		0.00
401	0	340	0 343 40 03 00	Excise Tax	12,136.71	12,097.51	12,605.68	11,724.00	13,124.40	12,000.00		0.00
401	0	340	0 343 40 04 00	Hydrant Permits	885.61	152.49	93.22	231	0	231.00		0
401	0	340	0 359 00 00 04	Late Charge Penalty - Water	4,249.64	602.52	11,918.97	27,163.00	8,995.95	12,000.00		0
					<b>265,245.13</b>	<b>252,524.34</b>	<b>278,425.44</b>	<b>284,765.00</b>	<b>243,130.79</b>	<b>257,231.00</b>		<b>0.00</b>
401	0	360	0 361 11 45 24	Interest	2,257.86	351.73	0.00	2,500.00	-0.69	2,500.00		0.00
				<b>Water Utilities</b>								
401	0	534	0 534 00 40 00	Audit Costs	0	0	0	4,963.00	5,588.05	4,963.00		5,000.00
401	0	534	0 534 80 10 00	Salaries & Wages	106,037.53	66,689.46	77,434.09	79,953.00	80,710.71	93,301.05		97966.1
401	0	534	0 534 80 20 00	Benefits - Taxes	12,377.17	5,827.10	7,439.89	7,042.00	6,477.33	7,394.05		7,763.75
401	0	534	0 534 80 21 00	Benefits - Health Care	16,898.17	2,775.48	13,680.98	14,655.00	3,569.73	15,387.75		16,157.14
401	0	534	0 534 80 22 00	Benefits - Retirement	14,888.92	4,947.28	7,838.99	8,196.00	8,460.16	8,605.80		9036.09
401	0	534	0 534 80 22 01	Benefits - Retirement (DCP)	0.00	0	0.00	476.00	283.18	476.00		500.00
401	0	534	0 534 80 23 00	Safety Clothing	547.48	1,887.46	1,242.45	1,200.00	804.06	1,500.00		1,500.00
401	0	534	0 534 80 31 00	Supplies	6,844.07	3,133.17	5,609.47	5,500.00	6,185.74	8,500.00		8,500.00
401	0	534	0 534 80 31 01	Corrosion Control Supplies	2,225.86	1,440.35	2,910.13	2,500.00	1,815.01	2,500.00		3,500.00
401	0	534	0 534 80 33 00	Small Tools & Equipment	1,012.94	1,947.59	1,122.67	1,500.00	2,429.79	1,500.00		2,500.00

401	0	534	0 534 80 35 00	Fuel	976.83	1,454.79	4,830.51	3,000.00	3,611.38	4,000.00	5000
401	0	534	0 534 80 35 01	Fuel - Diesel	70.45	415.2	2,004.64	2,000.00	895.47	2,000.00	3,000.00
401	0	534	0 534 80 41 03	Water Utilities - Professional Service	0.00	0.00	22,146.25	30,265.00	15,968.75	30,265.00	30,265.00
401	0	534	0 534 80 42 00	Telephone (Land Line)	2,876.23	2,836.18	3,018.33	4,500.00	3,573.75	2,850.00	4500
401	0	534	0 534 80 42 03	MNS Service Provider	1,393.29	1,433.80	3,059.51	1,779.00	2,369.82	2,500.00	2500
401	0	534	0 534 80 42 05	PRA Compliance Software	249	249.00	273.9	249.00	290.38	249.00	400.00
401	0	534	0 534 80 42 06	City Web Site	115.38	121.23	121.23	125.00	0.00	125.00	125.00
401	0	534	0 534 80 42 08	Postage	4,621.72	1,855.29	2,451.67	3,648.00	1,681.95	3,000.00	3,000.00
401	0	534	0 534 80 42 09	Telephone (Cellular)	1,604.74	1,390.90	1,394.32	1,688.00	1,432.55	1,688.00	1,688.00
401	0	534	0 534 80 42 10	Office Productivity Software	926.87	187.41	109.7	190.00	214.30	190.00	250.00
401	0	534	0 534 80 42 13	BIAS Financial Software	500.00	1,813.48	2,001.22	2,200.00	0.00	2,200.00	2,200.00
401	0	534	0 534 80 45 03	Professional Testing Service	1,900.00	1,839.00	3,052.96	2,500.00	1,120.11	2,500.00	2500
401	0	534	0 534 80 45 04	Repair & Maintenance	5,963.06	13,963.02	7,899.26	15,000.00	7,060.77	15,000.00	15000
401	0	534	0 534 80 45 05	Computer Software Maintenance	1,500.00	0	0	1,500.00	0	1,500.00	1500
401	0	534	0 534 80 46 00	Insurance	13,529.00	6,036.62	5,856.00	6,370.00	7,006.18	6,370.00	6,370.00
401	0	534	0 534 80 47 00	Utilities	13,020.22	13,322.17	17,234.89	13,079.00	17,759.25	13,079.00	15000
401	0	534	0 534 80 48 01	Education / Training	872	820	260	1,000.00	150	1,000.00	1000
401	0	534	0 534 80 48 02	Meals/Lodging/Travel	0	0	0	500	0.00	500.00	500.00
401	0	534	0 534 80 49 00	Misc Dues, Subs & Tuition	580.2	2,147.20	1,555.20	2,500.00	1,300.00	2,500.00	2,500.00
401	0	534	0 534 80 53 00	State Water Excise Tax	16,051.77	17,200.84	14,884.89	13,300.00	0	13,300.00	13300
					<b>227,582.90</b>	<b>155,734.02</b>	<b>209,433.15</b>	<b>231,378.00</b>	<b>180,758.42</b>	<b>248,943.65</b>	<b>263,021.08</b>

**Water Cap Improvement Fund 402**

**Charges for Services**

402	0	340	0 343 40 01 00	Water Surcharge/Cap. Improve	39,863.35	39,681.24	56,960.07	38,542.00	32,347.11	38,542.00	32542
402	0	340	0 343 40 02 00	Tapping Fees	70,000.00	15,000.00	20,000.00	10,000.00	16,297.15	10,000.00	10000
					<b>109,863.35</b>	<b>54,681.24</b>	<b>76,960.07</b>	<b>48,542.00</b>	<b>48,644.26</b>	<b>48,542.00</b>	<b>42542</b>

**Debt Repayment**

402	0	591	0 591 34 70 00	DWSRF Loan Repayment	6,686.39	6,519.23	6,519.23	6,545.00	6519.23	6,545.00	0
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**Capital Expenditures**

402	0	594	0 594 34 43 00	Water Comp Plan Update	0.00	6,346.50	5,257.50	6,425.00	11,300.50	6,425.00	6,425.00
402	0	594	0 594 34 45 03	Reservoir Cleaning	0.00	0.00	5,967.00	7,000.00	0.00	0.00	0.00
402	0	594	0 594 34 61 00	Water Rights	0.00	0.00	0.00	10,000.00	0.00	10,000.00	10000
402	0	594	0 594 34 61 01	Third Well	0	0	0	7,500.00	0.00	10,000.00	10,000.00
402	0	594	0 594 34 62 01	Emergency Response Vehicle	84,684.88	-88.25	38,164.33	40,000.00	40,000.00	40,000.00	53822.96
402	0	594	0 594 34 63 01	Well #1	7,270.81	2,500.00	2,105.00	2,500.00	4,754.84	5,000.00	10,000.00
402	0	594	0 594 34 63 02	Fire Hydrants	0.00	0.00	339.21	516.00	0.00	1,000.00	1,000.00
402	0	594	0 594 34 63 09	Water Main Replacement	0.00	4,223.73	375,591.62	219,292.79	61,974.23	50,000.00	100,000.00
402	0	594	0 594 34 64 05	Radio Read Meter Reading	103,620.59	1,847.40	728.35	10,000.00	211.95	10,000.00	10,000.00
402	0	594	0 594 34 64 06	Meter Read Tower	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402	0	594	0 594 34 64 07	Street Sweeper Finance Payment	0.00	0.00	0.00	0.00	0.00	32,500.00	32,500.00
402	0	594	0 594 34 65 00	Water System Repairs	5,575.59	6,818.00	55,471.66	10,000.00	1,050.00	10,000.00	10,000.00
402	0	594	0 594 50 60 02	PW Shop Maintenance	0	0	1,305.61	2,500.00	435.81	2,500.00	2,500.00
402	0	594	0 594 50 60 03	Fuel Storage Tank	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
				<b>Stormwater Fund</b>							
				<b>Revenues</b>							
403	0	360	0 361 11 45 26	Investment Interest	83.76	12.8	0	80.00	0.00	80.00	0.00
				<b>Sewer Fund 410</b>							
				<b>Charges for Services</b>							
410	0	340	0 343 50 00 10	Sewer Services	1,095,473.74	1,131,799.20	1,194,197.72	1,066,292.00	942,034.22	1,066,292.00	0.00
410	0	340	0 343 50 00 11	Septage Receiving	0.00	42,228.00	68,890.27	550,000.00	158,473.03	350,000.00	0
410	0	340	0 343 50 03 10	Excise Tax - Sewer	42,234.04	43,951.79	45,692.93	39,702.00	43,182.98	39,702.00	0.00
410	0	350	0 359 90 04 02	Late Charge Penalty - Sewer	3,303.74	230.97	11,881.03	7,828.00	9,115.50	10,000.00	0.00
				<b>Sewer</b>							
410	0	535	10 535 10 10 00	Salaries & Wages	12,628.09	12,444.87	13,049.20	22,873.00	11,534.36	27,527.16	27,527.16
410	0	535	10 535 10 20 00	Benefits - Taxes	1,397.48	871.57	1,112.65	2,011.00	892.35	2,091.44	2,091.44
410	0	535	10 535 10 21 00	Benefits - Health Care	1,655.22	311.34	2,094.62	4,651.00	479.71	2,357.00	2,357.00
410	0	535	10 535 10 22 00	Benefits - Retirement	1,660.87	726.41	1,391.09	2,345.00	1268.18	2,345.00	5345

410	0	535	10 535 10 22 01	Benefits - Retirement (DCP)	0.00	0.00	0.00	152.00	43.82	152.00	152
410	0	535	10 535 10 31 00	Office Supplies	765.80	243.90	192.41	500.00	434.54	500.00	500
410	0	535	10 535 10 42 08	Postage	2,084.47	1,872.85	2,391.84	2,500.00	3,550.56	2,500.00	2,500.00
410	0	535	10 535 10 53 00	External Taxes/Op. Assessmts	10,162.69	11,240.01	8,499.56	15,000.00	0.00	15,000.00	15,000.00
410	0	535	10 535 23 40 00	Audit Costs	0.00	0.00	0.00	4,963.00	0.00	0.00	0.00
					<b>30,354.62</b>	<b>27,710.95</b>	<b>28,731.37</b>	<b>54,995.00</b>	<b>18,203.52</b>	<b>52,472.60</b>	<b>55,472.60</b>

**Sewer- Septage Recieving**

410	0	535	30 535 30 10 00	SR Salaries & Wages	0.00	0.00	26,505.78	30,148.00	3,883.98	33,525.48	31,655.40
410	0	535	30 535 30 20 00	SR Benefits - Taxes	0.00	0.00	2,505.83	2,655.00	382.17	2,787.75	2,787.75
410	0	535	30 535 30 21 00	SR Benefits - Health Care	0.00	0	3,215.34	5,550.00	417.27	3,293.35	5827.5
410	0	535	30 535 30 22 00	SR Benefits - Retirement	0.00	0	2,629.32	3,091.00	625.47	3,245.55	3,245.55
410	0	535	30 535 30 22 01	SR Benefits - Retirement (DCP)	0.00	0.00	0.00	180.00	12.62	180.00	189.00
410	0	535	30 535 30 31 00	SR Office & Operating Supplies	0.00	0.00	224.51	500.00	168.20	500.00	525.00
410	0	535	30 535 30 53 10	SR Excise Tax	0.00	244.50	109.67	19,851.00	0.00	19,851.00	20,000.00
					<b>0.00</b>	<b>244.50</b>	<b>35,190.45</b>	<b>61,975.00</b>	<b>5,489.71</b>	<b>63,383.13</b>	<b>64,230.20</b>

**Collection System**

410	0	535	50 535 50 10 00	Salaries & Wages	34,836.37	51,873.02	78,582.16	66,537.00	79,353.89	77,343.85	81,211.04
410	0	535	50 535 50 20 00	Benefits - Taxes	4,648.48	4,051.10	7,936.58	5,865.00	6,737.41	6,158.00	6,465.90
410	0	535	50 535 50 21 00	Benefits - Health Care	5,036.66	2,434.50	12,311.62	11,672.00	4,127.04	12,255.60	12868.38
410	0	535	50 535 50 22 00	Benefits - Retirement	4,570.25	3,541.10	7,840.97	6,820.00	8,539.51	7,161.00	7519.05
410	0	535	50 535 50 22 01	Benefits - Retirement (DCP)	0.00	0	0	378	399.41	396	415.8
410	0	535	50 535 50 32 00	Hdw/Maint Supplies	1,714.53	1,095.48	1,121.91	1,000.00	615.84	1,000.00	1,200.00
410	0	535	50 535 50 33 00	Small Tools & Equipment	328.80	1,209.80	757.68	1,000.00	543.75	500	1000
410	0	535	50 535 50 35 00	Fuel	245.33	596.51	3,340.93	1,000.00	572.81	1,000.00	1,500.00
410	0	535	50 535 50 35 01	Fuel, Diesel	0.00	0.00	145.08	1,000.00	95.63	1,000.00	1,000.00
410	0	535	50 535 50 42 12	Utility Locator Service (811)	152.46	129.36	104.87	200	121.26	200.00	200
410	0	535	50 535 50 45 03	Repairs & Maintenance	31,294.14	38,159.06	42,572.66	35,000.00	36,217.61	40,000.00	45,000.00
410	0	535	50 535 50 45 17	Maintenance - Vactor Truck	5,597.35	0.00	0.00	0.00	338.38	0.00	
410	0	535	50 535 50 46 00	Insurance	5,749.00	1,666.62	1,647.00	1,759.00	2,395.18	1,759.00	2,000.00
					<b>94,173.37</b>	<b>104,756.55</b>	<b>156,361.46</b>	<b>132,231.00</b>	<b>140,057.72</b>	<b>148,773.45</b>	<b>160,380.17</b>

**Sewer WWTP**

410	0	535	80 535 80 10 10	Salaries & Wages	44,268.80	34,769.65	46,545.08	87,256.00	23,890.51	95,358.16	100,126.07
410	0	535	80 535 80 20 10	Benefits - Taxes	5,187.12	2,539.70	4,688.38	7,691.00	2,106.08	8,075.55	8,479.35
410	0	535	80 535 80 21 10	Benefits - Health Care	7,990.80	771.76	7,157.99	15,557.00	1,202.29	16,334.85	16,715.00
410	0	535	80 535 80 22 03	Benefits - Retirement (DCP)	0.00	0.00	0	504.00	61.58	506.70	532.00
410	0	535	80 535 80 22 10	Benefits - Retirement	6,084.56	2,256.14	4,278.65	3,387.00	2,572.61	3,556.35	3734.17
410	0	535	80 535 80 23 00	Personnel Safety Equip/clothes	547.23	659.11	1,912.11	1,000.00	221.75	1,500.00	1,500.00
410	0	535	80 535 80 31 00	Supplies	5,711.50	9,601.16	8,044.28	8,000.00	6,282.67	8,500.00	8,500.00
410	0	535	80 535 80 33 00	Small Tools & Equipment	533.26	977.04	621.55	800.00	1,236.85	1,000.00	1,500.00
410	0	535	80 535 80 34 00	Chemicals	4,274.49	8,394.78	5,751.76	4,500.00	9,088.70	5,000.00	7000
410	0	535	80 535 80 35 00	Fuel	44.96	511.23	2,061.38	800.00	2,086.87	2,500.00	2,500.00
410	0	535	80 535 80 35 12	Fuel, Diesel	164.58	41.72	2,926.59	800	2,214.76	2,500.00	5000
410	0	535	80 535 80 41 03	Sewer/Reclaimed Water Utilities - Pi	0.00	0.00	270	30,265.00	135.2	30,265.00	30265
410	0	535	80 535 80 42 00	Telephone (Land Line)	2,636.02	2,604.75	2,736.40	2,500.00	2,295.76	2,500.00	2500
410	0	535	80 535 80 42 01	Internet Service Provider	1,042.42	938.88	1,049.75	900	973.8	1,000.00	1000
410	0	535	80 535 80 42 03	MNS Service Provider	1,583.58	2,746.48	7,075.35	3,294.00	3,595.05	3,500.00	3500
410	0	535	80 535 80 42 05	PRA Compliance Software	249	249.00	273.9	249	290.33	249	300
410	0	535	80 535 80 42 06	City Web Site	115.44	121.23	121.23	125.00	0	125	125
410	0	535	80 535 80 42 09	Telephone (Cellular)	1,604.76	1,770.42	1,394.29	1,760.00	1,218.25	1,760.00	1,760.00
410	0	535	80 535 80 42 13	BIAS Financial Software	500	1,813.48	0	2,000.00	0	2,000.00	2000
410	0	535	80 535 80 45 03	WWTP Repairs & Maintenance	24,238.30	20,304.89	28,525.83	30,000.00	37,898.39	36,000.00	40,000.00
410	0	535	80 535 80 45 08	Water/WasteWater Services Contra	83,196.00	69,298.99	68,003.57	90,000.00	55,466.00	72,000.00	72,000.00
410	0	535	80 535 80 45 09	Laboratory Services	22,255.96	25,404.66	25,626.45	25,000.00	11,353.39	25,000.00	25000
410	0	535	80 535 80 45 10	Crane Services For Lifting	0	0	1,297.20	5,000.00	0	5,000.00	5000
410	0	535	80 535 80 46 00	Insurance	30,786.00	14,002.62	13,241.00	14,773.00	15,409.18	14,773.00	14773
410	0	535	80 535 80 47 10	Utilities	39,702.50	46,059.72	51,911.53	46,788.00	55,019.83	46,788.00	46,788.00
410	0	535	80 535 80 48 01	Education/Training	400.00	0.00	75.00	1,000.00	0.00	1,500.00	1,500.00
410	0	535	80 535 80 48 02	Meals/Lodging/Travel	106.08	0.00	0.00	1,500.00	0.00	1,500.00	1,500.00
410	0	535	80 535 80 49 00	Dues/Memberships/Misc	497.65	1,518.48	0	150	355.2	150	500
410	0	535	80 535 80 49 02	Permits/Licenses/Fees	3,490.88	3,168.57	5,842.99	3,500.00	7,499.85	3,500.00	6,000.00
410	0	535	80 535 80 49 03	Manuals/Software/support	1,741.52	2,200.00	1,904.15	1,800.00	0	2,000.00	2000
					<b>288,953.41</b>	<b>252,724.46</b>	<b>293,336.41</b>	<b>390,899.00</b>	<b>242,474.90</b>	<b>394,441.61</b>	<b>412,097.59</b>
<b>Interfund Transfers</b>											
410	0	597	0 597 00 00 20	USDA-RD Bond Interest Payment	61,488.96	0.00	0	44,740.00	0	44,740.00	0



410	0	597	0 597 00 00 22	USDA-RD Bond Principal Payment	43,535.04	0.00	0.00	60,280.00	0.00	60,280.00	0.00
410	0	597	0 597 00 00 30	PRE-119 Principal Payment	53,881.58	0	0	53,882.00	0	53,882.00	0.00
410	0	597	0 597 00 00 31	PRE-119 Interest Payment	1,616.45	0.00	0.00	1,347.00	0.00	60,000.00	0.00
410	0	597	0 597 00 00 40	PW-044 Principal Payment	387,225.87	0.00	0.00	387,226.00	0.00	387,226.00	0.00
410	0	597	0 597 00 00 41	PW-044 Interest Payment	13,552.91	0.00	0.00	11,617.00	0.00	11,617.00	0.00
410	0	597	0 597 00 00 50	Transfer To Sewer Capital Improvem	0.00	0.00	0.00	363,123.64	0.00	363,123.64	0.00
					<b>561,300.81</b>	<b>0.00</b>	<b>0.00</b>	<b>922,215.64</b>	<b>0.00</b>	<b>980,868.64</b>	<b>0.00</b>
<b>Sewer Capital Improvement Fund</b>											
<b>Charges for Service</b>											
421	0	340	0 343 50 00 00	Facility Charges - New Connection	182,007.54	58,800.00	76,975.00	58,800.00	7,000.00	25,000.00	25,000.00
421	0	340	0 343 50 00 01	Sewer Capital Improvement Fee	14,270.25	14,778.21	14,779.77	15,546.00	12,532.62	15,546.00	15,546.00
421	0	340	0 343 50 00 02	Facility Charge - Loan Repayment	1,000.00	0	0.00	17,863.00	0.00	0.00	0.00
421	0	340	0 343 50 00 21	Sewer Services	5,052.21	851.35	3,150.42	0.00	0.00	0.00	0.00
					<b>202,330.00</b>	<b>74,429.56</b>	<b>94,905.19</b>	<b>92,209.00</b>	<b>19,532.62</b>	<b>40,546.00</b>	<b>40,546.00</b>
<b>Misc Revenue</b>											
421	0	340	0 361 11 45 27	Investment Interest	1,364.82	356.08	0.00	1,500.00	0.00	1,500.00	1,500.00
421	0	397	0 397 00 00 16	Transfer From #420	260,222.02	0.00	0.00	0.00	0.00	0.00	0.00
421	0	397	0 397 00 00 50	Transfer From Sewer Fund (410)	0.00	0.00	0.00	363,123.64	0.00	363,123.64	0.00
421	0	594	0 594 35 60 02	Grinder Pump Replacement	27,185.96	33,286.64	36,369.88	35,000.00	50,314.50	50,000.00	50,000.00
421	0	594	0 594 35 62 01	Emergency Response Vehicle	0.00	438.46	0.00	0.00	0.00	0.00	0.00
421	0	594	0 594 35 68 01	Septage Receiving Facility Constructi	112,508.79	110,690.62	4,510.01	10,000.00	5,931.35	10,000.00	10000
421	0	594	0 594 35 68 02	Belt Press Rental	0	66,275.76	0.00	0.00	0.00	0.00	0.00
421	0	594	0 594 35 68 03	Composting Facility Construction	0.00	193,863.78	0.00	0.00	37,692.00	50,000.00	50,000.00
421	0	594	0 594 35 68 04	MBR Replacement	0.00	0.00	112,498.67	100,000.00	-22,600.00	110,000.00	300,000.00
421	0	594	0 594 35 68 05	Sludge Removal	0.00	0.00	167,820.13	150,000.00	0	100,000.00	150,000.00
421	0	594	0 594 35 68 06	Sludge Hauling Truck	0	0.00	30,660.84	100,000.00	0	100,000.00	53822.93
421	0	594	0 594 35 68 07	Vactor Truck Finance Payment	0.00	0.00	0.00	0.00	25,304.72	32,500.00	0.00
421	0	594	0 594 35 68 08	Fuel Storage Tank	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
					<b>139,694.75</b>	<b>404,555.26</b>	<b>351,859.53</b>	<b>395,000.00</b>	<b>96,642.57</b>	<b>452,500.00</b>	<b>618,822.93</b>

<b>Sewer Reserve Fund 422</b>											
<b>Interfund Transfers</b>											
422	0	397	0 397 00 00 20	USDA-RD Bond Principal From #410	61,488.96	0.00	0.00	44,740.00	0.00	44,740.00	0.00
422	0	397	0 397 00 00 21	USDA-RD Bond Interest From #410	43,535.04	0.00	0.00	60,280.00	0.00	53,882.00	0
422	0	397	0 397 00 00 30	PRE 119 Principal From #410	53,881.58	0.00	0.00	53,882.00	0.00	0.00	0.00
422	0	397	0 397 00 00 31	PRE-119 Interest From #410	1,616.45	0	0	1,347.00	0	1,347.00	0
422	0	397	0 397 00 00 40	PW-044 Principal From #410	387,225.87	0.00	0.00	387,226.00	0	387,226.00	0
422	0	397	0 397 00 00 41	PW-044 Interest From #410	13,552.91	0.00	0	11,617.00	0	11,617.00	0
					<b>561,300.81</b>	<b>0.00</b>	<b>0.00</b>	<b>559,092.00</b>	<b>0.00</b>	<b>498,812.00</b>	<b>0.00</b>
<b>Debt Repayment</b>											
422	0	591	0 591 35 72 20	USDA RD Bond Principal Payment	43,535.04	15,000.00	22,832.68	44,740.00	0.00	44,740.00	44,740.00
422	0	591	0 591 35 78 30	PRE-119 & PW-044 Principal Paymer	441,107.45	441,107.46	450,788.09	441,107.00	387,225.88	387,226.00	441,107.00
422	0	591	0 592 35 83 21	USDA RD Bond Interest Payment	61,488.96	217.98	29,897.30	60,280.00	55,080.46	53,822.00	60280
422	0	591	0 592 35 83 31	PRE-119 & PW-044 Interest Paymen	15,169.36	12,963.82	1,077.63	12,964.00	8,552.74	11,617.00	12,964.00
					<b>561,300.81</b>	<b>469,289.26</b>	<b>504,595.70</b>	<b>559,091.00</b>	<b>450,859.08</b>	<b>497,405.00</b>	<b>559,091.00</b>
<b>Municipal Court Trust 631</b>											
631	0	380	0 386 00 00 00	Receipts From Court	53,040.16	30,588.43	0	56,475.00	36.84	55,705.00	0
631	0	580	0 586 00 00 03	Expenditures For TMC	51,026.05	31,524.74	0	56,305.00	0	50,282.00	0
					<b>104,066.21</b>	<b>62,113.17</b>	<b>0</b>	<b>112,780.00</b>	<b>36.84</b>	<b>105,987.00</b>	<b>0</b>

1.

## Notes

**File Attachments for Item:**

3. Meeting Minutes for 10/10/2023

**Recommended Action:** Motion to approve 10/10/2023 meeting minutes as presented.

**City Council Meeting**  
**Tuesday, October 10, 2023**

**Minutes**

**WORK SESSION**

Mayor Fournier convened the work session at 7:00 pm with

**PRESENT**

Councilmember Linda Gotovac

Councilmember Elaine Klamn

Councilmember John O'Callahan

Councilmember Jason Lawton

**ABSENT**

Councilmember Rachel Davidson.

Councilmember Gotovac reported she was approached regarding the City putting together a clean up program for the City. Having no other business to discuss they went directly into reports.

**CALL TO ORDER**

Mayor Fournier convened the regular council meeting at 7:30 pm with

**PRESENT**

Councilmember Linda Gotovac

Councilmember Elaine Klamn

Councilmember John O'Callahan

Councilmember Jason Lawton

**ABSENT**

Councilmember Rachel Davidson.

**AGENDA APPROVAL**

1. Agenda for the Regular Meeting of the 10/10/23.

**Recommended Action:** Motion to approve the agenda as presented.

Mayor Fournier amended the agenda to include the excusal of Councilmember Davidson to the consent calendar. Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton.

Motion passes 4/0.

**PUBLIC COMMENTS**

None

**APPROVAL OF MINUTES**

2. Meeting Minutes for 9/26/2023

**Recommended Action:** Motion to approve 9/26/2023 meeting minutes as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton.

Motion passes 4/0.

**CONSENT CALENDAR**

3. Consent Calendar consisting of September 27, 2023 through October 10, 2023:

Payroll EFT's in the amount of \$87,177.67 and Checks #31810 through #31849 in the amount of \$187,342.47

for a grand total of \$274,520.14

Liquor Cannabis License: None.

**Recommended Action:** Move to approve the consent calendar as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton.

with the excusal of Councilmember Davidson.

Motion passes 4/0.

**EXECUTIVE SESSION**

None

**PRESENTATIONS**

None

**PUBLIC HEARING**

None

**PROCLAMATIONS**

None

**OLD BUSINESS**

None

**NEW BUSINESS**

4. Change Order #2 for Quarry Pool. This Change order would increase the contract time and contract amount to include pool cover and other improvements to the pool.

**Recommended Action:** Motion to approve change order #2 for Quarry Pool.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton.

Motion passes 4/0.

5. Amendment No. 2 Authorization 2003-001 Hodgden St Improvements

This Amendment No. 2 modifies the agreement for Engineering Services (Agreement) between Gibbs & Olson, Inc. (Engineer) and the City of Tenino, Washington (Client) originally executed as Authorization 2003-001 on January 11, 2023, and previously amended on June 13, 2023, for a project known as the Hodgden Street Improvements.

**Recommended Action:** Motion to approve Amendment 2 Hodgden Street Improvements.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton.

Motion passes 4/0.

**RESOLUTIONS**

None

**ORDINANCES**

None

**REPORTS**

6. **1) Chamber of Commerce**
- 2) Economic Development Council (EDC)**
- 3) South Thurston Economic Development Initiative (STEDI)**
- 4) ARCH Commission**
- 5) Experience Olympia & Beyond (VCB)**
- 6) South Thurston Fire**

**7) Library****8) Museum****9) Tenino Community Service Center**

**1) Chamber of Commerce:** C/T Scharber read a written on behalf of George Sharp stating the next Chamber meeting is 10/18 being held at the 1776 Tenino Bar with guest speaker Jeff Bowe, Experience Olympia and Beyond, main topic being on the Tourism Development Plan for Thurston County. George is being inducted into the Washington State Festival and Events Assoc Hall of Fame tonight. Congratulations!

**2) Economic Development Council (EDC):** Their Regional Economic forest & Innovation EXPO will be held on 12/7/23 at the Great Wolf Lodge in Grand Mound.

**3) South Thurston Economic Development Initiative (STEDI):** The next meeting will be held on Friday 10/20/23 from 8:00 am to 9:30 am at the Rainier Pizza and Burgers in Rainier.

**4) ARCH Commission:** They held a wonderful Metal Art Banner Project unveiling and artist reception on Saturday 10/20. The video of this can be seen on the Tenino Creative District Facebook page.

**7) Library:** Linda reported their card catalog will be live online on 10/23/23. The website has a helpful google type experience to walk you through the tabs. Their expanded access is down at this time, hopefully back up soon. She reminded everyone they have family story time on Wednesday at 10:30 am.

**9) Tenino Community Service Center:** Mayor Fournier reported the Food Bank received a \$100k grant for the program feed.wa

**7. 1) Civil Service Commission****2) Façade Improvement Grant Review Committee****3) Finance Committee****4) Planning Commission****5) Public Safety Committee**

**3) Finance Committee:** They are meeting on Thursday afternoon.

**4) Planning Commission:** They meet Wednesday evening.

**8. 1) Chief of Police****2) Director of Public Works****3) City Planner**



**4) Code Enforcement/Building Inspector**

**5) PARC Specialist**

**6) City Attorney**

**7) Clerk/Treasurer**

**8) Mayor**

**2) Director of Public Works:** C/T Scharber reported on behalf of Director Cannon stating they are hiring a new maintenance worker as positions within are moving around. He is hoping to be able to hang the art banners tomorrow.

**7) Clerk/Treasurer:** C/T Scharber reported the City's website is down at this time for approximately 2 weeks while we are shifting to our new one. She met with the Habitat for Humanity regarding affordable housing project within the City.

**8) Mayor:** Mayor Fournier reported he has been very busy with meetings and tours of different county sites.

**9. 1) Bucoda/Tenino Healthy Action Team (BTHAT)**

**2) Solid Waste Advisory Board**

**3) TCOMM/911**

**4) Tenino School Board**

**5) Thurston Regional Planning Council (TRPC)**

**6) Transportation Policy Board**

**7) Legislature**

**1) Bucoda/Tenino Healthy Action Team (BTHAT)**

**2) Solid Waste Advisory Board:** Councilmember Klamn reported they have been discussing the recycle program. She stated they are banning styrofoam throughout the State. Councilmember Lawton heard it would be a law by the end of May.

**5) Thurston Regional Planning Council (TRPC):** The main topic has been on electric cars.

**PUBLIC COMMENTS 2**

None

**ANNOUNCEMENTS**

None

**ADJOURNMENT**

3.

Mayor Fournier adjourned the meeting at 7:36 pm.

**File Attachments for Item:**

4. Consent Calendar consisting of October 11, 2023 through October 24, 2023 Payroll EFT's in the amount of \$56,365.93 and Checks #31850 through #31870 in the amount of \$27,576.13

for a grand total of \$83,942.06

Liquor Cannabis License: Wright Brothers Cannabis Company LLC

Excusal of Council Member Linda Gotovac.

**Recommended Action:** Move to approve the consent calendar as presented.



Washington State  
Liquor and Cannabis Board  
P O BOX 43098

**RECEIVED**

OCT 11 2023

**CITY OF TENINO**

MAYOR OF TENINO  
PO BOX 4019  
TENINO, WA 98589



Washington State  
Liquor and Cannabis Board

P O BOX 43098

www.liq.wa.gov Fax #: (360) 753-2710

RECEIVED

OCT 11 2023

CITY OF TENINO

October 06, 2023

Dear Local Authority:  
RE: Cannabis License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of marijuana licensed premises in your jurisdiction whose cannabis licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 69.50.331 (7).

1) Objection to License Renewal

To object to a cannabis license renewal:

This letter must: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division.

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based.
- o You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 69.50.331 (7)(c).

Your letter of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date (WAC 314-55-165). If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If the objection is received within thirty days of the expiration date or the licensee has already renewed the license, the objection will be considered as a complaint and possible license revocation may be pursued by the enforcement division.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent marijuana license is placed on hold.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the marijuana license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License (WAC 314-55-165 (2)(b))

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their cannabis license. If the licensee makes timely request for a hearing, we will notify you. The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order. ~~Another Board member~~ The Board members have final authority to renew the cannabis license and will enter a final

5) Procedure if Board Renews License Over Your Objection (WAC 314-55-165 (2)(a))

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The Licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the cannabis license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at [localauthority@sp.lcb.wa.gov](mailto:localauthority@sp.lcb.wa.gov).

Sincerely,

*Rebecca Smith*

Rebecca Smith, Director,  
Licensing and Regulation Division

LID 864 07/10

**RECEIVED**

OCT 11 2023

**CITY OF TENINO**

C092080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 10/06/2023

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20240331

LICENSEE

BUSINESS NAME AND ADDRESS

LICENSE NUMBER

PRIVILEGES

1. WRIGHT BROTHERS CANNABIS COMPA

WRIGHT BROTHERS CANNABIS COMPANY LLC  
449 S WICHMAN ST SUITE B  
TENINO WA 98589 9376

430695

CANNABIS PROCESSOR

RECEIVED

OCT 11 2023

CITY OF TENINO

**Consent Calendar for October 14, 2023 consisting of:**

- **Payroll EFT's in the amount of \$56,365.93**
- **Claims Checks #31850 through #31870 in the amount of \$27,576.13.**

**for a grand total of \$83,942.06**

**a) Liquor & Cannabis License:**



# CHECK REGISTER

City Of Tenino

Time: 14:07:43 Date: 10/24/2023

10/11/2023 To: 10/24/2023

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3129	10/11/2023	Payroll	5	EFT	AWC Benefits Trust	13,218.18	Pay Cycle(s) 09/20/2023 To 09/20/2023 - AWC Disability; Pay Cycle(s) 09/20/2023 To 09/20/2023 - AWC; Pay Cycle(s) 10/05/2023 To 10/05/2023 - AWC Disability; Pay Cycle(s) 10/05/2023 To 10/05/2023 - AWC
3150	10/12/2023	Payroll	5	EFT	WA State Dept of Labor & Industries		City has credit with L&I for this. Report filed with them payment taken from credit. This is information only. 2nd Qtr
3151	10/12/2023	Payroll	5	EFT	WA State Dept of Labor & Industries		City has credit with L&I so report filed and monies taken from credit. This is informational only.
3164	10/20/2023	Payroll	5	EFT	Robert A Auderer	2,536.55	
3165	10/20/2023	Payroll	5	EFT	Veronica A Barnes	1,753.32	
3166	10/20/2023	Payroll	5	EFT	Troy LK Cannon	2,824.60	
3167	10/20/2023	Payroll	5	EFT	Rene Durand	1,889.84	
3168	10/20/2023	Payroll	5	EFT	Brent L Gibbs	2,279.42	
3169	10/20/2023	Payroll	5	EFT	Drew Johnson	3,659.68	
3170	10/20/2023	Payroll	5	EFT	Aaron Lee	2,504.89	
3171	10/20/2023	Payroll	5	EFT	Patrick H Maguire	2,080.39	
3172	10/20/2023	Payroll	5	EFT	Alec C McClelland	2,461.99	
3173	10/20/2023	Payroll	5	EFT	Cole Plaja	1,566.53	
3174	10/20/2023	Payroll	5	EFT	Jason M Plaja	2,036.54	
3175	10/20/2023	Payroll	5	EFT	Jessica Reeves-Rush	1,298.16	
3176	10/20/2023	Payroll	5	EFT	Maria Rodriguez	1,640.27	
3177	10/20/2023	Payroll	5	EFT	Jennifer N Scharber	2,284.17	
3178	10/20/2023	Payroll	5	EFT	Courtney N Sheldon	1,169.35	
3222	10/24/2023	Payroll	5	EFT	Timberland Bank	11,162.05	941 Deposit for Pay Cycle(s) 10/20/2023 - 10/20/2023
3201	10/24/2023	Claims	5	31850	ALS Group USA, Corp	4,267.00	
3202	10/24/2023	Claims	5	31851	CSD Attorneys at Law	288.00	
3203	10/24/2023	Claims	5	31852	Chehalis Outfitters	622.08	
3204	10/24/2023	Claims	5	31853	Chehalis Tribal Jail	1,005.00	
3205	10/24/2023	Claims	5	31854	Cummins Sales & Service	3,764.15	
3206	10/24/2023	Claims	5	31855	Highwire, Inc	1,875.54	
3207	10/24/2023	Claims	5	31856	J P Cooke Co	88.35	
3208	10/24/2023	Claims	5	31857	Lewis County Chemical	150.04	
3209	10/24/2023	Claims	5	31858	Nisqually Indian Tribe	220.00	
3210	10/24/2023	Claims	5	31859	Puget Sound Energy	3,849.39	
3211	10/24/2023	Claims	5	31860	Quill	28.56	
3212	10/24/2023	Claims	5	31861	Jessica Reeves-Rush	102.70	
3213	10/24/2023	Claims	5	31862	Maria Rodriguez	21.25	
3214	10/24/2023	Claims	5	31863	SCJ Alliance	5,903.75	
3215	10/24/2023	Claims	5	31864	Securitas Technology	343.76	
3216	10/24/2023	Claims	5	31865	Thurston Co Economic Dev Council	3,125.00	
3217	10/24/2023	Claims	5	31866	Thurston Co Env Health	128.00	
3218	10/24/2023	Claims	5	31867	United Rentals Inc	269.17	
3219	10/24/2023	Claims	5	31868	Verizon Wireless (Cell)	823.78	
3220	10/24/2023	Claims	5	31869	Wells Fargo Vendor Fin Serv	495.28	
3221	10/24/2023	Claims	5	31870	Wilson Parts Corporation	205.33	

# CHECK REGISTER

City Of Tenino

Time: 14:07:43 Date: 10/24/2023

10/11/2023 To: 10/24/2023

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		002 Quarry Pool Fund #002				849.58	
		101 City Street Fund #101				1,678.19	
		310 Municipal Capital Imp Fund 310				3,584.71	
		401 Water Fund				7,062.92	
		410 Sewer Fund				16,388.29	
						<hr/>	Claims: 27,576.13
						83,942.06	Payroll: 56,365.93

WE, the members of the City Council of the City of Tenino, Thurston County, Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the Tenino City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Clerk/Treasurer

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

**File Attachments for Item:**

7. CERB Funding Agreement Final

**Recommended Action:** Motion to approve CERB Funding agreement

7.



**Capital Agreement with**

City of Tenino

through

Community Economic Revitalization Board

**For**

Southwest Washington Agricultural Business  
and Innovation Park Project

**Start date:** Date of Last Signature

# Table of Contents

Declarations ..... 1

Face Sheet ..... 2

## Special Terms and Conditions

1. DEFINITIONS..... 3

2. AUTHORITY ..... 3

3. CONTRACT MANAGEMENT..... 3

4. CONTRACT PERIOD ..... 3

5. COPYRIGHT PROVISIONS..... 3

6. DEDICATED ACCOUNT FOR LOAN REPAYMENT ..... 4

7. HISTORICAL OR CULTURAL ARTIFACTS ..... 4

8. INTEREST ON CERB FUNDS..... 4

9. LOAN PAYMENTS ..... 5

10. LOAN SECURITY ..... 5

11. NOTICE ..... 5

12. ORDER OF PRECEDENCE..... 6

13. PERFORMANCE REPORTING ..... 6

14. PROJECT COMPLETION ..... 7

15. PROJECT PERFORMANCE ..... 7

16. RE-APPROPRIATION ..... 7

17. CONTRACT SUSPENSION..... 7

18. RECAPTURE PAYMENT AND COSTS..... 8

19. REDUCTION IN FUNDS ..... 8

20. REIMBURSEMENT ..... 8

21. RESTRICTIONS ON CONVERSION OF FACILITY TO OTHER USES..... 10

22. SUBCONTRACTING ..... 10

## General Terms and Conditions

1. DEFINITIONS..... 11

2. ALLOWABLE COSTS ..... 11

3. ALL WRITINGS CONTAINED HEREIN ..... 11

4. AMENDMENTS ..... 11

# Table of Contents

- 5. AMERICANS WITH DISABILITIES ACT (ADA) ..... 11
- 6. APPROVAL ..... 11
- 7. ASSIGNMENT..... 12
- 8. ATTORNEYS’ FEES..... 12
- 9. AUDIT ..... 12
- 10. CODE REQUIREMENTS ..... 13
- 11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION..... 13
- 12. CONFORMANCE ..... 13
- 13. CONFLICT OF INTEREST ..... 13
- 14. COPYRIGHT PROVISIONS..... 14
- 15. DISALLOWED COSTS..... 15
- 16. DISPUTES..... 15
- 17. DUPLICATE PAYMENT ..... 15
- 18. GOVERNING LAW AND VENUE ..... 15
- 19. INDEMNIFICATION ..... 15
- 20. INDEPENDENT CAPACITY OF THE CONTRACTOR ..... 16
- 21. INDUSTRIAL INSURANCE COVERAGE ..... 16
- 22. LAWS ..... 16
- 23. LICENSING, ACCREDITATION AND REGISTRATION..... 17
- 24. LIMITATION OF AUTHORITY..... 17
- 25. LOCAL PUBLIC TRANSPORTATION COORDINATION..... 17
- 26. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS ..... 17
- 27. POLITICAL ACTIVITIES..... 17
- 28. PREVAILING WAGE LAW ..... 17
- 29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION ..... 18
- 30. PUBLICITY ..... 18
- 31. RECAPTURE ..... 18
- 32. RECORDS MAINTENANCE..... 18
- 33. REGISTRATION WITH DEPARTMENT OF REVENUE ..... 18
- 34. RIGHT OF INSPECTION ..... 18
- 35. SAVINGS ..... 19
- 36. SEVERABILITY ..... 19

7.

## Table of Contents

37.	SUBCONTRACTING .....	19
38.	SURVIVAL .....	19
39.	TAXES .....	19
40.	TERMINATION FOR CAUSE.....	19
41.	TERMINATION FOR CONVENIENCE.....	20
42.	TERMINATION PROCEDURES .....	20
43.	TREATMENT OF ASSETS .....	21
44.	WAIVER .....	21

Attachment A: Scope of Work

Attachment B: Budget

Attachment C: Certification of the Payment and Reporting of Prevailing Wages

Attachment D: Certification of the Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

7.	<b>DECLARATIONS</b>
----	---------------------

**CLIENT INFORMATION**

<i>Legal Name</i>	City of Tenino
<i>Loan Number</i>	S23-790A0-269
<i>Federal Tax ID #</i>	91-6001514
<i>Statewide Vendor #</i>	SWV0001495-00

**PROJECT INFORMATION**

<i>Title</i>	Southwest Washington Agricultural Business and Innovation Park Project
<i>Project City</i>	Tenino
<i>Project State</i>	Washington
<i>Project Zip</i>	98589

**CONTRACT TERMS and CONDITIONS**

<i>Initial Offer Date</i>	July 20, 2023
<i>Loan Amount</i>	\$1,125,000
<i>Loan Term</i>	20 years
<i>Deferral Period or Date</i>	First Payment Date July 31, 2025
<i>Interest Rate</i>	2.0%
<i>Grant Amount</i>	\$375,000
<i>Local Match</i>	\$2,673,350
<i>Project Start Date</i>	Project construction must begin within (6) months from date of execution
<i>Project Completion Date</i>	Project must reach completion within (4) years from date of execution

*Special Conditions**Loan Security*

General Obligation Loan



## Washington State Community Economic Revitalization Board

<b>1. Contractor</b> City of Tenino PO Box 4019 / 149 Hodgden Street South Tenino, WA 98589		<b>2. Contractor Doing Business As</b> N/A	
<b>3. Contractor Representative</b> Jen Scharber Clerk Treasurer (360) 264-2368 <a href="mailto:jscharber@cityoftenino.org">jscharber@cityoftenino.org</a>		<b>4. CERB Representative</b> Janéa Stark, CERB Executive Director & Tribal Liaison PO Box 42525 Olympia, WA 98504-2525	
<b>5. Contract Amount</b> \$1,500,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> Date of Last Signature	<b>8. End Date</b> 20 years from 1 <sup>st</sup> loan repayment date
<b>9. Federal Funds (as applicable)</b> N/A		<b>10. Federal Agency</b> N/A	
<b>10. Tax ID #</b> 91-6001514		<b>11. SWV #</b> SWV0001495-00	
<b>10. Tax ID #</b> 91-6001514		<b>12. UBI #</b>	<b>13. DUNS #</b>
<b>14. Contract Purpose</b> The Board, defined as the Washington State Community Economic Revitalization Board, and the Contractor have entered into this Contract to undertake a project that furthers the goals and objectives of the Washington State Community Economic Revitalization Board as created in Chapter 43.160 Revised Code of Washington.  The Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract including documents attached hereto and incorporated by reference: Special and General Contract Terms and Conditions; Declarations Page; ATTACHMENT A: PROJECT SCOPE OF WORK; ATTACHMENT B: BUDGET; ATTACHMENT C: CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES; and ATTACHMENT D: CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS (if applicable).			
<b>FOR CONTRACTOR</b>  _____ Wayne Fournier, Mayor City of Tenino  _____ Date		<b>FOR CERB</b>  _____ Michael Echanove, Chair Community Economic Revitalization Board  _____ Date  APPROVED AS TO FORM ONLY  <b>SIGNATURE ON FILE</b> _____ Sandra Adix Assistant Attorney General  <b>February 13, 2023</b> _____ Date	

**SPECIAL TERMS AND CONDITIONS****1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "THE BOARD" shall mean the Washington State Community Economic Revitalization Board created in Revised Code of Washington (RCW) 43.160, and who is a Party to the Contract.
- B. "Authorized Representative" shall mean the Chair and/or the designee authorized in writing to act on the Chair's behalf.
- C. "Contract" or "Agreement" means the entire written agreement between THE BOARD and the Contractor, including any Exhibits, attached documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the public entity identified on the Contract Face Sheet performing service(s) under this Contract and who is a party to the Contract, and shall include all employees and agents of the Contractor.
- E. "Declarations" and "Declared" shall refer to the project information, terms and conditions as stated on the Declarations Page of this Contract, displayed within the contract in THIS STYLE for easier identification
- F. "Initial Offer of Financial Aid" shall mean the written offer of financial assistance offered by THE BOARD and accepted by the Contractor.
- G. "Project" shall mean the project approved for funding by THE BOARD, as described in ATTACHMENT A: SCOPE OF WORK.
- H. "Project Completion Report" shall mean the report provided by THE BOARD to the Contractor to be submitted upon the completion of THE BOARD-funded project.

**2. AUTHORITY**

Under the authority RCW 43.160, THE BOARD has awarded the Contractor a CERB Construction loan for an approved project as described in the ATTACHMENT A: SCOPE OF WORK.

**3. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for THE BOARD and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**4. CONTRACT PERIOD**

The effective date of this Contract is the date of last signature. The term of this Contract runs through project completion date specified on the Declarations Page.

**5. COPYRIGHT PROVISIONS**

Notwithstanding the provisions of General Terms and Conditions 2.13, COPYRIGHT PROVISIONS, of this contract, the Contractor has ownership rights in all data and blueprints that the Contractor produces under this contract, subject to THE BOARD right to royalty free use of these materials.

**SPECIAL TERMS AND CONDITIONS****6. DEDICATED ACCOUNT FOR LOAN REPAYMENT**

As a general condition, all Contractors must establish a dedicated fund for CERB repayments. Contractors, unless guaranteed by another entity, must retain one year's repayment in the account at all times. If a deferral is granted as part of the award, the one-year's repayment shall be in the account by the end of the deferral period.

**7. HISTORICAL OR CULTURAL ARTIFACTS**

Prior to commencing construction, Contractor shall complete the requirements of Governor's Executive Order 05-05, or, Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless THE BOARD and the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 05-05, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed project funded by this Contract. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural resource monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop work and notify the local historic preservation officer and the state historic preservation officer at DAHP. If human remains are uncovered, the Contractor shall stop work and report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all sub-contracts for work or services related to ATTACHMENT A: SCOPE OF WORK.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25-48 regarding Archaeological Excavation and Removal Permits.

In the event that the Contractor finds it necessary to amend ATTACHMENT A: SCOPE OF WORK, the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

**8. INTEREST ON CERB FUNDS**

In those cases where funds have been disbursed by THE BOARD, and the funds are not expended within thirty (30) days due to other circumstances, the Contractor shall owe the interest on all unexpended

**SPECIAL TERMS AND CONDITIONS**

funds past thirty (30) days. All interest accruing on such funds shall inure to the benefit of THE BOARD. Interest shall accrue at the same rate that the funds would have earned in THE BOARD Account held by the Washington State Treasurer's Office.

Interest on CERB loans is calculated as simple interest and is charged annually at the rate approved by THE BOARD, described on the Declarations page as INTEREST RATE. Interest accrual begins on the date the first CERB loan funds are drawn by the Contractor.

**9. LOAN PAYMENTS**

- A. Loan payments shall be made to THE BOARD in accordance with the terms described in the Declarations Page and the contract face sheet.
- B. The repayment schedule is based on the date of the first disbursement of CERB loan funds to the Contractor. Unless a deferral has been approved by THE BOARD, loan repayments shall be due annually-beginning one year after the first disbursement of loan funds. If the first CERB loan disbursement occurs between January 1 and June 30, the first loan payment will be due July 31 the following year and each July 31 thereafter until the loan is repaid in full. If the first CERB loan disbursement occurs between July 1 and December 31, the first loan payment will be due January 31 the year following the first anniversary of disbursement and each January 31 thereafter for the duration of the loan term. Loan repayments may be deferred for the time period described on the Declarations page. Interest shall accrue during the deferral period.
- C. Upon failure to pay any installment, or any portion thereof, of principal or interest, THE BOARD may at its option declare the entire remaining balance of the loan, together with interest accrued thereon, immediately due and payable. Failure to exercise its option with respect to any default shall not constitute a waiver by THE BOARD to exercise such options for any succeeding installment payment which may then be in default. The Contractor shall pay the cost and reasonable attorney's fees incurred by the State in any action undertaken to enforce its rights under this contract.

**10. LOAN SECURITY**

- A. Unless otherwise shown on the Contract Declarations Page, this loan shall be secured by a general obligation pledge of the taxing power of the Contractor.
- B. Except as otherwise noted in this subsection, if a revenue-based obligation is shown on the Declarations Page, the loan shall be a senior lien obligation payable from all revenues legally available to the Contractor.
- C. Subject to Board approval, the Contractor may request the loan be obligated as a junior lien revenue pledge if it can be shown that the issuance of additional parity senior lien revenue debt in the requested amount would violate one or more covenants of the outstanding debt.

Nothing in this section shall absolve the Contractor of its obligation to make loan repayments when due, and to adjust rates, fees, or surcharges, if necessary, to meet its obligations under this Contract.

**11. NOTICE**

All notices, demands, requests, consents, approvals, and other communication which may be or are required to be given by either party to the other under this agreement shall be in writing and shall be

**SPECIAL TERMS AND CONDITIONS**

deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

**a. Notice to the Board:**

Community Economic Revitalization Board (CERB)  
1011 Plum St SE  
P.O. Box 42525  
Olympia, WA 98504-2525

**b. Notice to Contractor:**

The address used shall be that as displayed under Item 1. Contractor, found on the Contract Face Sheet, or to such other official address the Contractor shall have furnished to THE BOARD in writing.

**12. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- ATTACHMENT A – Scope of Work
- ATTACHMENT B – Budget

**13. PERFORMANCE REPORTING**

The Contractor shall furnish THE BOARD with:

- A.** Quarterly Project Reports, due four times annually until completion of the CERB funded public project. Beginning within six (6) months of contract execution, Quarterly Project Reports shall be due on:
  - a. January 15,
  - b. April 15,
  - c. July 15, and
  - d. October 15
- B.** Certified Project Completion Report upon completion of the CERB funded public project, and
- C.** Other reports as THE BOARD may require.

The Contractor shall also report in writing any problems, delays, or adverse conditions which will materially affect the ability to meet project objectives, time schedules, or work units by the established time period. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Board assistance needed to resolve the situation.

Upon final request for reimbursement, the Contractor shall submit a Certified Project Completion Report to THE BOARD, signed by the Contractor's responsible party, which shall include, but not be limited to, an accounting of all expenditures, a description of work accomplished, further refinement of private sector permanent employment impacts, etc. in a format to be provided by THE BOARD.

After submission of the Project Completion Report, the Contractor shall continue, for up to five years or as may be required by THE BOARD, to provide updates on the economic impact of the project. The

**SPECIAL TERMS AND CONDITIONS**

updates shall be in a format acceptable to THE BOARD and describe, but not be limited to:

- A. Number and types of businesses assisted by the project
- B. Private sector employment and private investment activity resulting from the project
- C. Wages and health benefits associated with the private sector employment
- D. Amount of state funds and total capital invested in the project
- E. Local fund match and local participation in the project
- F. Project Distance from Transportation Infrastructure

**14. PROJECT COMPLETION**

The project shall be completed within four (4) years from the date of contract execution, unless otherwise specified. Extension may be considered upon appropriate written request. Any changes are to be incorporated into this document as additions or amendments to Special Conditions.

**15. PROJECT PERFORMANCE**

The Contractor shall commence project construction within six months after execution of the Final Contract, unless otherwise specified. Extension may be considered upon appropriate written request. Any changes are to be incorporated into this document as additions or amendments to Special Conditions.

If at any time during the term of this agreement THE BOARD determines that project construction performance is unsatisfactory, including, but not limited to: (a) defective work not remedied, or (b) a reasonable doubt that the Contract can be completed for the balance then unpaid, THE BOARD reserves the right to withhold payments until the problem is remedied or to exercise its rights of termination under General Terms and Conditions 40, 41 and 42.

**16. RE-APPROPRIATION**

The parties hereto understand and agree that any state funds not expended by the end of the declared BIENNIUM, including the ten percent (10%) retainage as described in SPECIAL TERMS AND CONDITIONS, Section 20: REIMBURSEMENT, will lapse on that date unless specifically re-appropriated in an enacted Capital Budget. THE BOARD will make all necessary efforts to seek re-appropriation of funds into the declared BIENNIUM. If funds are so re-appropriated, THE BOARD'S obligation under the terms of this Contract shall be contingent upon the terms of such re-appropriation.

**17. CONTRACT SUSPENSION**

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 Section 4 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such an event, all work will be suspended effective July 1. The Contractor shall immediately suspend work and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

THE BOARD shall notify the Contractor immediately upon the lifting of the contract suspension.

**SPECIAL TERMS AND CONDITIONS****18. RECAPTURE PAYMENT AND COSTS**

In the event that the Contractor fails to expend state funds in accordance with state law and/or the provisions of this Contract, THE BOARD reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the Contractor of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that THE BOARD is required to institute proceedings to enforce this recapture provision, THE BOARD shall be entitled to its cost thereof, including reasonable attorney's fees.

**19. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this Contract are withdrawn, reduced, or limited in any way by the Washington State Governor or Legislature during the Contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of THE BOARD, and shall meet and renegotiate the Contract accordingly. Any changes are to be incorporated into this document as additions or amendments to Special Conditions.

**20. REIMBURSEMENT**

Subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with ATTACHMENT A: SCOPE OF WORK. If funding or appropriation is not available at the time the invoice is submitted, or when this contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation becomes available.

THE BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum LOAN AMOUNT and/or GRANT AMOUNT values as displayed on the Declarations Page of this Contract. When requesting reimbursement for costs incurred, the Contractor shall submit a signed and completed Invoice Voucher (Form A19), referencing ATTACHMENT A: SCOPE OF WORK project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Contractor shall send these items to THE BOARD at the following address:

Community Economic Revitalization Board  
1011 Plum St SE  
PO Box 42525  
Olympia, WA 98504-2525

If a combination loan and grant is approved by THE BOARD, loan payments will be made before grant payments. THE BOARD will not pay project costs overruns. No payments will be made except as expressly allowed under this Contract.

THE BOARD will pay the Contractor after Contractor has completed the work described in this Contract and the Contractor has sent THE BOARD properly completed invoices. Invoices shall be submitted to THE BOARD not more often than monthly.

Payment shall be considered timely if made by THE BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

THE BOARD may, at its sole discretion, terminate the contract or withhold reimbursement if the Contractor fails to satisfactorily comply with any term or condition of this contract.

**SPECIAL TERMS AND CONDITIONS**

THE BOARD will make no payments in advance or in anticipation of completion of work described in this Contract.

Total amounts paid under this Contract shall be the lesser of actual amounts required for the work described in this Contract or the amount of THE BOARD award.

CERB funds are disbursed on reimbursement basis-only for eligible costs within the approved project's scope of work. CERB funds will be reimbursed and the identified match funds will be paid out, in concert at the same percentages as the total project cost split, until CERB funds or matching funds are exhausted. Exceptions to this requirement may be granted by the Executive Director & Tribal Liaison on a case-by-case basis. The Recipient must meet the identified match commitment over the project period. Reimbursement includes both invoices that have been paid and invoices due within 30 days of reimbursement request.

THE BOARD shall withhold ten percent (10%) of the total funding award until project completion and acceptance of the final Project Completion Report by THE BOARD.

Eligible Costs

CERB funds are intended to pay for construction-related expenses. Eligible project costs are those which are incurred on or after the date of the *Initial Offer of Financial Aid*, shown on the Declarations Page as: INITIAL OFFER DATE, and fall under one of the following categories within the approved Scope of Work (Attachment A):

- design, architectural, and engineering work;
- building permits/fees;
- archeological/historical review;
- construction labor (from external sources only)\* and materials;
- demolition/site preparation;
- capitalized equipment;
- information technology infrastructure (cables and wiring);
- construction management (from external sources only);\*\*
- initial furnishings;\*\*\*
- landscaping; and
- real property when purchased specifically for the project, and associated costs.\*\*\*\*

At least 90% of the funds awarded for the project must be used for the construction/equipment/and acquisition portion of the project.

**\*Construction labor** does **not** include work typically performed by employees of the applicant, unless the employee is hired solely and specifically to perform construction labor for the awarded project.

**\*\* Construction management and observation** is on-site management and/or supervision of the work site and workers thereon. This is an eligible project cost. Construction management does **not** include work typically performed by off-site consultants or consultant organizations, grant writers, project managers, or employees of the applicant, unless the employee is hired solely and specifically to perform on-site construction management as defined above.



## SPECIAL TERMS AND CONDITIONS

\*\*\* **Furnishings and equipment** are considered eligible project costs as long as the average useful life of the item purchased is 13 years or more.

\*\*\*\* **Costs directly associated with property acquisition** include appraisal fees, title opinions, surveying fees, real estate fees, title transfer taxes, easements of record, and legal expenses.

**Ineligible costs:** internal administrative activities, project management (from any source), fundraising activities, feasibility studies, computers or office equipment, rolling stock (such as vehicles), lease payments for rental of equipment or facilities, maintenance and operating, mortgages or property leases (including long-term), the moving of equipment, furniture, etc., between facilities, and salary & benefits for the employees of the applicant.

### Duplication of Billed Costs

The Contractor shall not bill CERB for work under this Agreement, and CERB shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

### Access to Work and Records

All property, facilities, and records developed pursuant to this Agreement shall be available for inspection upon request during regular business hours by THE BOARD or its authorized representative. All records supporting every request for payment shall be maintained in a manner which will provide an audit trail to the expenditures. Copies of records shall be furnished to THE BOARD immediately upon request. This paragraph shall be included in any and all subcontracts let by the Contractor under this agreement.

### **21. RESTRICTIONS ON CONVERSION OF FACILITY TO OTHER USES**

The Contractor shall not convert any property or facility acquired or developed pursuant to this agreement to uses other than those for which CERB assistance was originally approved for a period of 10 years beginning from the date of contract execution, without the prior written approval of CERB. If CERB no longer exists at the time of the proposed conversion, such written approval must be obtained from the Governor's Office, or from an agency designated by the Governor's Office.

In the event that the Contractor converts any such property or facility to an unapproved use, the Contractor shall pay to CERB all funds disbursed under this contract with interest in full upon demand.

### **22. SUBCONTRACTING**

Notwithstanding the provisions of General Terms and Conditions, Section 37: SUBCONTRACTING, of this contract, the term "subcontracting" shall not refer to subcontracting of the actual construction of the project.

**GENERAL TERMS AND CONDITIONS****1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "THE BOARD" shall mean the Washington State Community Economic Revitalization Board created in Revised Code of Washington (RCW) 43.160, and who is a Party to the Contract.
- B. "Authorized Representative" shall mean the Chair and/or the designee authorized in writing to act on the Chair's behalf.
- C. "Contract" or "Agreement" means the entire written agreement between THE BOARD and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the public entity identified on the Contract Face Sheet performing service(s) under this Contract and who is a party to the Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALLOWABLE COSTS**

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

**3. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**4. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**5. AMERICANS WITH DISABILITIES ACT (ADA)**

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**6. APPROVAL**

This contract shall be subject to the written approval of THE BOARD's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**GENERAL TERMS AND CONDITIONS****7. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of THE BOARD.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys fees and costs.

**9. AUDIT****A. General Requirements**

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate audits and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

THE BOARD reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

Responses to any unresolved findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to THE BOARD requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's records must be available for review by THE BOARD.

**C. Documentation Requirements**

The Contractor must send a copy of any audit report no later than nine (9) months after the end of the Contractor's fiscal year(s) by sending a scanned copy to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov) or a hard copy to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by THE BOARD.
- Copy of the Management Letter and Management Decision Letter, where applicable.

## GENERAL TERMS AND CONDITIONS

If the Contractor is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to The BOARD; no other report is required.

### **10. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

### **11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A.** "Confidential Information" as used in this section includes:
1. All material provided to the Contractor by THE BOARD that is designated as "confidential" by THE BOARD;
  2. All material produced by the Contractor that is designated as "confidential" by THE BOARD; and
  3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of THE BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide THE BOARD with its policies and procedures on confidentiality. THE BOARD may require changes to such policies and procedures as they apply to this Contract whenever THE BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by THE BOARD. Upon request, the Contractor shall immediately return to THE BOARD any Confidential Information that THE BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify THE BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

### **12. CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

### **13. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, THE BOARD may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due

## GENERAL TERMS AND CONDITIONS

notice and examination by THE BOARD that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the (YOUR PROGRAM NAME) including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by THE BOARD that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

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

### **14. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by THE BOARD. THE BOARD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to THE BOARD effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to THE BOARD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to THE BOARD.

The Contractor shall exert all reasonable effort to advise THE BOARD, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide THE BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. THE BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## GENERAL TERMS AND CONDITIONS

### **15. DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

### **16. DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of THE BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

### **17. DUPLICATE PAYMENT**

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

### **18. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

### **19. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, THE BOARD, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

## GENERAL TERMS AND CONDITIONS

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

### **20. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or THE BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of THE BOARD or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

### **21. INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, THE BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. THE BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by THE BOARD under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

### **22. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

#### **Washington State Laws and Regulations**

- A.** Affirmative action, RCW 41.06.020 (1).
- B.** Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C.** Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
- D.** Discrimination-human rights commission, Chapter 49.60 RCW.
- E.** Ethics in public service, Chapter 42.52 RCW.
- F.** Housing assistance program, Chapter 43.185 RCW
- G.** Interlocal cooperation act, Chapter 39.34 RCW.
- H.** Noise control, Chapter 70.107 RCW.
- I.** Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J.** Open public meetings act, Chapter 42.30 RCW.
- K.** Prevailing wages on public works, Chapter 39.12 RCW.
- L.** Public records act, Chapter 42.56 RCW.
- M.** Relocation assistance - real property acquisition policy, Chapter 8.26 RCW.

## **GENERAL TERMS AND CONDITIONS**

- N. Shoreline management act of 1971, Chapter 90.58 RCW.
- O. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- P. State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State environmental policy, Chapter 43.21C RCW.
- S. State Executive Order 05-05 Archeological and Cultural Resources.

### **23. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

### **24. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

### **25. LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

### **26. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with THE BOARD. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

### **27. POLITICAL ACTIVITIES**

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

### **28. PREVAILING WAGE LAW**

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for THE BOARD's review upon request.



**GENERAL TERMS AND CONDITIONS****29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**30. PUBLICITY**

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

**31. RECAPTURE**

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, THE BOARD reserves the right to recapture funds in an amount to compensate THE BOARD for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by THE BOARD. In the alternative, THE BOARD may recapture such funds from payments due under this contract.

**32. RECORDS MAINTENANCE**

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by THE BOARD, personnel duly authorized by THE BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**33. REGISTRATION WITH DEPARTMENT OF REVENUE**

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

**34. RIGHT OF INSPECTION**

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by THE BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

**GENERAL TERMS AND CONDITIONS****35. SAVINGS**

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

**36. SEVERABILITY**

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

**37. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of THE BOARD.

If THE BOARD approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, THE BOARD in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to THE BOARD if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to THE BOARD for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that THE BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**38. SURVIVAL**

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

**39. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

**40. TERMINATION FOR CAUSE**

In the event THE BOARD determines the Contractor has failed to comply with the conditions of this contract in a timely manner, THE BOARD has the right to suspend or terminate this contract. Before suspending or terminating the contract, THE BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

## GENERAL TERMS AND CONDITIONS

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

THE BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by THE BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of THE BOARD provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

### **41. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract THE BOARD may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, THE BOARD shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

### **42. TERMINATION PROCEDURES**

Upon termination of this contract, THE BOARD, in addition to any other rights provided in this contract, may require the Contractor to deliver to THE BOARD any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

THE BOARD shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by THE BOARD, and the amount agreed upon by the Contractor and THE BOARD for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by THE BOARD, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of THE BOARD. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. THE BOARD may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect THE BOARD against potential loss or liability.

The rights and remedies of THE BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to THE BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and

**GENERAL TERMS AND CONDITIONS**

- subcontracts so terminated, in which case THE BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
  5. Transfer title to THE BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to THE BOARD;
  6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
  7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which THE BOARD has or may acquire an interest.

**43. TREATMENT OF ASSETS**

Title to all property furnished by THE BOARD shall remain in THE BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in THE BOARD upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in THE BOARD upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by THE BOARD in whole or in part, whichever first occurs.

- A. Any property of THE BOARD furnished to the Contractor shall, unless otherwise provided herein or approved by THE BOARD, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of THE BOARD that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any THE BOARD property is lost, destroyed or damaged, the Contractor shall immediately notify THE BOARD and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to THE BOARD all property of THE BOARD prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**44. WAIVER**

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

7.

## Scope of Work

### COMMUNITY ECONOMIC REVITALIZATION BOARD

**Contractor:** City of Tenino  
**Contract Number:** S23-790A0-269  
**Project Title:** Southwest Washington Agricultural Business and Innovation Park Project

The project's scope of work is comprised of the following activities:

**Design and construction of a 7,233 square foot commercial building on the northern portion of Lot 2 at the Southwest Washington Innovation and Agricultural Park.**

If the above scope of work includes engineering, planning, or design activities, the Contractor shall make all plans and documents funded in whole or in part by this Contract available for the Board's review upon reasonable request.

The Contractor, by its signature below, certifies that the project's scope of work and performance measures set forth above have been reviewed and approved by the Contractor's governing body as of the date and year written below.

\_\_\_\_\_  
Signature

Wayne Fournier  
Name

Mayor  
Title

\_\_\_\_\_  
Date

## Budget

### COMMUNITY ECONOMIC REVITALIZATION BOARD

**Contractor:** City of Tenino  
**Contract Number:** S23-790A0-269  
**Project Title:** Southwest Washington Agricultural Business and Innovation Park Project

<b>Total Project Cost Breakdown</b>		
A.	Preliminary Engineering Report	\$40,000
B.	Design/Engineering	\$240,000
C.	Land/Right-Of-Way Acquisition	\$
D.	Other Fees (Please Provide Detail)	\$
E.	Financing Costs	\$
	1. Grant/Loan Administration	\$
F.	Contingency (5%)	\$195,000
G.	WA State Sales Tax (WSST)	\$225,000
H.	Construction	\$3,500,000
	1. Labor	\$
	2. Materials	\$
	3. Other	\$
I.	Contracts	\$
J.	Other	\$
<b>Total Project Cost:</b>		<b>\$4,200,000</b>

---

Signature

---

Wayne Fournier

Name

---

Mayor

Title

---

Date

7.

**Certification of the Payment and Reporting  
of Prevailing Wages  
COMMUNITY ECONOMIC REVITALIZATION BOARD**

**Contractor:** City of Tenino  
**Contract Number:** S23-790A0-269  
**Project Title:** Southwest Washington Agricultural Business and Innovation Park Project

The Contractor, by its signature below, certifies that all contractors and subcontractors performing work on the project as described in Attachment A: SCOPE OF WORK shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the project funded by this Contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

If any state funds are used by the Contractor for the purpose of construction, applicable State Prevailing Wages must be paid.

The Contractor, by its signature below, certifies that the declaration set forth above has been reviewed and approved by the Contractor's governing body as of the date and year written below.

\_\_\_\_\_  
Signature

Wayne Fournier  
Name

Mayor  
Title

\_\_\_\_\_  
Date

7.

## Certification of the Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

### COMMUNITY ECONOMIC REVITALIZATION BOARD

**Contractor:** City of Tenino  
**Contract Number:** S23-790A0-269  
**Project Title:** Southwest Washington Agricultural Business and Innovation Park Project

The Contractor, by its signature below, certifies that it will enter into the Leadership in Energy and Environmental Design (LEED) certification process, as stipulated in RCW 39.35D, as applicable to the project described in ATTACHMENT A: SCOPE OF WORK funded by this Contract. The Contractor shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to the Board.

The Contractor, by its signature below, certifies that the declaration set forth above has been reviewed and approved by the Contractor’s governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
 Signature

Wayne Fournier  
 Name

Mayor  
 Title

\_\_\_\_\_  
 Date



Certificate Of Completion

Envelope Id: D46AEA423635448B8043A39D1734982B Status: Sent
Subject: Complete with DocuSign: Tenino, City of - CERB Contract - S23-790A0-269.pdf
Division:
Local Government
Program: CERB
ContractNumber: S23-790A0-269
DocumentType: Contract
Source Envelope:
Document Pages: 29 Signatures: 0 Envelope Originator:
Certificate Pages: 5 Initials: 0 Barbara Smith
AutoNav: Enabled 1011 Plum Street SE
MS 42525
Envelopeld Stamping: Enabled Olympia, WA 98504-2525
Time Zone: (UTC-08:00) Pacific Time (US & Canada) barbara.smith@commerce.wa.gov
IP Address: 198.239.157.88

Record Tracking

Status: Original Holder: Barbara Smith Location: DocuSign
10/20/2023 5:10:16 PM barbara.smith@commerce.wa.gov
Security Appliance Status: Connected Pool: StateLocal
Storage Appliance Status: Connected Pool: Washington State Department of Commerce Location: DocuSign

Signer Events

Wayne Fournier Signature Timestamp
wfournier@cityoftenino.org Sent: 10/20/2023 5:14:38 PM
Mayor
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 8/9/2023 3:57:25 AM
ID: 5005ac2d-4380-4249-b175-a340513acb90

Michael Echanove
Echanove@palouse.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 10/12/2023 2:49:28 PM
ID: d4784255-fa07-4165-afaa-247fcc8d02b3

Table with 3 columns: Event Type, Status, Timestamp. Rows include In Person Signer Events, Editor Delivery Events, Agent Delivery Events, Intermediary Delivery Events, and Certified Delivery Events.

Carbon Copy Events

Jen Scharber Signature Timestamp
jscharber@cityoftenino.org Sent: 10/20/2023 5:14:38 PM
Security Level: Email, Account Authentication (None) Viewed: 10/22/2023 3:21:50 PM



Electronic Record and Signature Disclosure:

7.	<b>on Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Not Offered via DocuSign			
<b>Witness Events</b>		<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>		<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>		<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	10/20/2023 5:14:38 PM	
<b>Payment Events</b>		<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>			

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Washington State Department of Commerce:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov)

### **To advise Washington State Department of Commerce of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Washington State Department of Commerce**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Washington State Department of Commerce**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



INVESTING IN WASHINGTON'S ECONOMIC FUTURE

## Community Economic Revitalization Board

1011 Plum Street Southeast • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 764-9820

October 20, 2023

Ms. Jen Scharber  
Clerk Treasurer  
City of Tenino  
PO Box 4019  
Tenino, WA 98589

Dear Ms. Scharber,

Following via DocuSign is contract #S23-790A0-269 for the City of Tenino's CERB loan. The contract must be signed and **returned to our office by November 20, 2023**.

All contract documents are reviewed by the CERB Chair prior to executing the contract. Once executed, our office will send you an original copy of the contract for your records.

Please be aware that any expenses incurred prior to **July 20, 2023** cannot be reimbursed by CERB for eligible costs. In the event a final contract is not executed, no CERB funds will be disbursed.

If you have any questions, please contact me at 360.252.0812 or [Janea.Delk@commerce.wa.gov](mailto:Janea.Delk@commerce.wa.gov).

Sincerely,

Janea Stark  
Executive Director & Tribal Liaison

**File Attachments for Item:**

8. Improved Commercial Property Lease between DIG and City of Tenino.

**Recommended Action:** Motion to Approve lease as presented,

**IMPROVED COMMERCIAL PROPERTY LEASE**

This **IMPROVED COMMERCIAL PROPERTY LEASE** (“Lease”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by and between **THE CITY OF TENINO**, a Washington municipal corporation (hereinafter referred to as “Lessor”), and **DIG TENINO, LLC**, a Washington limited liability company (hereinafter referred to as “Lessee”).

**ARTICLE I**  
**Summary of Lease Terms and Definitions**

Lessor: The City of Tenino  
Lessor’s Address: PO Box 4019  
Tenino, WA 98589

Lessee: DIG Tenino, LLC  
Lessee’s Address: Prior to Lease Commencement:  
Attn: Perry Shea, Manager  
14307 Barbo Drive SW  
Tenino, WA 98589

After Lease Commencement:  
At the Premises  
Attn: Perry Shea, Manager

Premises: A new 7,233 SF commercial building located on the Northern Section of Lot 2 in the Plat of Tenino Agriculture and Innovation Park, as shown on **Exhibit A** and further described in **Exhibit A-1** attached to this Lease, plus any City-constructed Improvements thereon, which are shown on the SWW Agricultural & Innovation Center North Shell Permit Set (the “Building Plans”) attached as **Exhibit B**.

Authorized Use: See Section 4.1 of this Lease.

Exhibits: **Exhibit A and A1** – Legal Description of Premises  
**Exhibit B** – Building Plans  
**Exhibit C** – Tenant Improvements

Commencement Date: Thirty (30) calendar days following the Lessor obtaining the Final Certificate of Occupancy, or sooner as agreed to in writing by the Parties (the “Commencement Date”).

Term: Starting on the Commencement Date and continuing for thirty (30) years thereafter (the “Initial Term”), plus two options to extend for an additional fifteen (15) years per extension. The “Termination Date” is the end of the Initial Term or any extension thereof, or the earlier termination of this Lease according to the terms.

Base Rent: For the first five (5) years of the Term, Base Rent paid to Lessor will be the larger amount of either (i) thirty percent (30%) of all net



rent, use fees, or license fees collected by Lessee from its subtenants or licensees ("Percentage Split Rent"); or (ii) three thousand dollars (\$3,000.00) per month ("Minimum Rent").

Base Rent shall be subject to the annual and periodic adjustments provided for in this Lease.

\* Lessee is responsible for Rent plus any applicable Washington State Leasehold Excise Tax.

Initial Amount of Rental  
Bond or Blocked Account: Equal to Two Months Base Rent

Name and Address of  
Surety or Bank: \_\_\_\_\_  
\_\_\_\_\_

**ARTICLE II**  
**Premises, Term, and Renewals**

2.1 **PREMISES.** Lessor, in consideration of the rents hereinafter reserved and of the covenants and conditions herein set forth to be performed by Lessee, does hereby lease to Lessee the Premises.

2.2 **TERM.** The term of this Lease shall be for thirty (30) years beginning Thirty (30) calendar days following the Lessor obtaining the Final Certificate of Occupancy, or sooner as agreed to in writing by the Parties (the "Commencement Date").

2.3 **RENEWAL.** Subject to the terms and conditions herein, Lessee shall have the right to renew this Lease for TWO (2) consecutive FIFTEEN (15) year periods by giving written notice of such intention to Lessor at least one-hundred eighty (180) days prior to the expiration of the current term of this Lease or any renewal thereof. Lessee shall not be entitled to renew this Lease unless the Lease is in good standing at the time of renewal and Lessee is not in default under the terms of this Lease, or any other lease or agreement with the Lessor. The terms and conditions of any renewal shall be the same as set forth in this Lease, except that Rent shall be recalculated as provided herein.

**ARTICLE III**  
**Compensation and Rental Adjustment**

3.1 **RENT.** The term "Rent" as used herein includes Base Rent, applicable Washington State leasehold excise tax, and other fees and charges assessed by this Lease. Except as expressly provided elsewhere herein, Rent and all other sums payable by Lessee pursuant to this Lease shall be paid without the requirement that Lessor provide prior notice or demand, and shall not be subject to any counterclaim, setoff, deduction, defense, or abatement.

3.1.1 **Rent Installment Payments.** Rent shall be paid in quarterly installments. Base Rent shall be paid for the preceding quarter. The portion of Rent representing Leasehold Excise Tax will be calculated based on the higher amount of what Lessee is paying to the Lessor in that quarterly installment or the amount of Leasehold Excise Tax required to be paid by the Washington State Department of Revenue. The quarters shall be as follows: Q1 -

January through March; Q2 – April through June; Q3 – July through September; and Q4 – October through December. Lessee shall pay Rent to Lessor by the 20<sup>th</sup> calendar day following the start of the quarter. Upon 120 calendar days' notice from Lessor to Lessee, Lessor may require Rent be paid in monthly installments, in which case Rent shall be paid in the same manner as described above, except that Rent shall be due no later than the 5<sup>th</sup> calendar day of the month.

**3.1.2 Late Charges.** A late charge of one percent (1%) per month will be assessed against past due Rent from the date such Rent became due. Additionally, if Rent is not received by the due date as provided in Section 3.1.1, Lessee shall pay Lessor an additional fee of One Hundred Dollars (\$100) or five percent (5%) of the delinquent Rent payment, whichever is greater, to defray costs of collecting and handling such late payment. All accrued interest and late charges shall be paid together with the late Rent payment. Late charges as provided in this Section are considered Rent, and failure to pay such late charges, even where other Rent charges are made current, can be a basis for default under the Lease.

**3.1.3 Accounting for Percentage Split Rent.** With each quarterly Base Rent payment, Lessee shall provide Lessor with a ledger accounting for all net rent, use fees, or license fees collected by Lessee from its subtenants or licensees during the preceding quarter. Lessee shall sign this ledger certifying its completeness and accuracy.

**3.2. BASE RENT ADJUSTMENTS.** As set forth in this Section, the Base Rent shall be adjusted annually (the "Annual Adjustment") and shall be periodically adjusted based upon the below procedure (the "Periodic Adjustment").

**3.2.1 Annual Adjustment.** Minimum Rent for the Premises shall be subject to annual adjustment on January 1<sup>st</sup> of each year after the first full year of tenancy as follows: Minimum Rent shall be increased by Two and One-Half Percent (2.5%) from the previous year. Percentage Split Rent shall not be adjusted annually.

**3.2.2 Periodic Adjustment.** In addition to the Annual Adjustments, Base Rent shall be subject to a periodic adjustment as provided for in this Section effective on January 1<sup>st</sup> of the sixth year following the Commencement Date, and every five years thereafter (the "Adjustment Date"). The Lessor and Lessee shall renegotiate the amount of Base Rent payable to Lessor, and to agree on the amount of Base Rent at least ninety (90) calendar days prior to the Adjustment Date (hereinafter such ninety (90) calendar-day period shall be referred to as the "Renegotiation Deadline"). If the Lessor and Lessee cannot agree on an adjustment of Base Rent before the Renegotiation Deadline, then Base Rent shall be the larger amount of either: (i) the Percentage Split Rent; (ii) Minimum Rent then due based on the annual adjustments in Section 3.2.1; or (iii) the Minimum Rent due at the Commencement Date adjusted to the Consumer Price Index ("CPI") for All Urban Consumers, Region West – Size Class B/C published by the Department of Labor Bureau of Labor Statistics.

**3.3 ABATED RENT.** If this Lease provides for a postponement of any monthly rental payments, a period of free Rent, or other Rent concession, such postponed rent or free rent is called the "Abated Rent." Lessee shall be credited with having paid all the Abated Rent on the expiration of the term of this Lease only if Lessee has fully, faithfully, and punctually performed all of Lessee's obligations hereunder, including the payment of all Rent (other than the Abated Rent) and all other monetary obligations, and the surrender of the Premises in the condition required by this Lease. Lessee acknowledges that its right to receive credit for the Abated Rent is absolutely conditioned upon Lessee's full, faithful, and punctual performance of its obligations

under this Lease. If Lessee defaults and does not cure within any applicable grace period, the Abated Rent shall immediately become due and payable in full, and this Lease shall be enforced as if there were no such Rent abatement or other Rent concession. In such case, Abated Rent shall be calculated based on the full initial rent payable under this Lease, plus interest thereon, at the rate of Twelve Percent (12%) per annum from date each monthly Rental payment was postponed.

**3.4 CAPITAL RESERVE ACCOUNT.** Lessor will create a “Capital Reserve Account” used to provide capital improvements and upgrade/replacements of significant building infrastructure. Such items may include upgrade and replacements of HVAC system components, electrical panels, exterior improvements to structural members, walls and other primary functional elements required to keep the building operational and compliant with building codes. The Lessor shall retain 5% of the total Rent paid each quarter by Lessee in a Capital Reserve Account until such account reaches \$100,000. Upon termination of this Lease any funds in the Capital Reserve Account shall be released to the Lessor.

**ARTICLE IV**  
**Use of Premises, Condition of Property,**  
**Improvements, Removal of Property, Maintenance, and Utilities**

**4.1 LESSEE’S USE OF THE PREMISES.** Lessee shall be allowed to operate and conduct the following activities on the Premises: office building for businesses and community organizations, commercial kitchen for catering and/or restaurant, event center for social events, training and conference center for civic and business organizations as well as ancillary uses contemplated and identified in the projects Master Development Plan. These uses must support agriculture and agriculture innovation, including business and community organization use to support agriculture and economic development consistent with the general theme of an agricultural innovation park (the “Authorized Use”).

**4.1.1 Default – Unauthorized Use.** Lessee shall be in default under this Lease if it (i) ceases conducting the Authorized Use for any period exceeding thirty (30) days; or (ii) conducts any other business or activity on the Premises other than those contemplated within the Authorized Use without first obtaining a validly executed lease modification. In conducting the Authorized Use, Lessee shall properly and fairly serve the public, providing reasonable hours of operation and suitable service.

**4.1.2 No Flammable or Dangerous Materials.** Notwithstanding the foregoing described use, the Premises shall not be used to store, distribute, or otherwise handle flammable or dangerous materials, except only such uses which are necessary to conduct the Authorized Use. At the request of Lessor, Lessee shall provide a list of all flammable or dangerous materials stored or used on the Premises.

**4.2 LESSEE INSPECTION – CONDITION OF PROPERTY.** Prior to taking possession of the Premises, Lessee will have an opportunity to fully and carefully inspect the Premises. Upon taking Possession, Lessee shall be deemed to have accepted the Premises, including all existing improvements thereon, “as is” without further maintenance liability on the part of the Lessor, except as specifically noted in this Lease. Lessee is not relying on any representations of Lessor as to condition, suitability, zoning restrictions, or usability, except Lessor’s right to grant a lease of the Premises.

4.2.1 **Existing Improvements.** The Premises contain the following improvements: See **Exhibit B** (the “Existing Improvements”) which are owned by the Lessor.

4.3 **CONSTRUCTION OF TENANT IMPROVEMENTS.** The Lessee and Lessor shall abide by the following terms with regard to making tenant improvements on the Premises (“Tenant Improvements”):

4.3.1 **Tenant Improvements.** Subject to obtaining Lessor’s prior written approval, Lessee may make and install, at its own expense, such Tenant Improvements as are normal and customary in connection with the Authorized Use set forth herein. Lessee shall develop the Premises consistent with regulatory requirements, including, but not limited to zoning, permitting, and Lessor requirements provided in this Lease. Lessee’s contractor, if any, shall be subject to Lessor’s approval, not unreasonably withheld. Lessee shall submit plans to, and obtain written approval from, Lessor before commencing any Tenant Improvements. Lessor shall have a reasonable period to review such plans prior to issuing a decision. Lessor may charge Lessee a reasonable fee for staff, consultant, or attorney time required to review the plans. All Tenant Improvements which are to be designated fixtures shall be so designated by Lessor upon Lessor’s approval of the plans for such improvements. All improvements by Lessee shall conform to the requirements of the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.* (the “ADA”). Tenant shall be responsible for all permits related to its improvements. Specific Tenant Improvements required by Lessee to be installed in the building include those items listed in **Exhibit C** – (the “Tenant Improvements”). All other improvements required to complete the building, both exterior and interior, will be the responsibility of the Lessor.

4.3.2 **Reserved.**

4.3.3 **Unauthorized Improvements.** Any Tenant Improvements made on the Premises without Lessor’s prior written consent, or which are not in conformance with the plans submitted to and approved by the Lessor (“Unauthorized Improvements”), shall immediately become the property of Lessor, unless Lessor elects otherwise. Regardless of the ownership of Unauthorized Improvements, Lessor may, at its option, require Lessee to sever, remove, and dispose of them and return the Premises to its prior condition at Lessee’s sole cost and expense; charge Lessee rent for the use of them; or both.

4.4 **REMOVAL OF PERSONAL PROPERTY AND TENANT IMPROVEMENTS AT END OF LEASE.** Prior to the conclusion of the Lease, Lessee shall remove the following from the Premises:

- a. All equipment paid by Tenant or Lessee;
- b. All personal property; and
- c. All Tenant Improvements paid by Tenant or Lessee that are not designated fixtures.

4.4.1 **Lessor’s Remedies.** If any of the foregoing items are not removed from the Premises by the conclusion of the Lease or when Lessor has the right of re-entry, then Lessor may, at its sole option, elect any or all the following remedies:

a. To remove any or all the items and to dispose of them without liability to Lessee. Lessor shall not be required to mitigate its damages, to dispose of the items in a commercially reasonable manner, or to make any effort whatsoever to obtain payment for such items. Lessee agrees to pay Lessor's costs and damages associated with Lessee's failure to remove such items, including, but not limited to, the following: storage, demolition, removal, transportation, and lost rent (collectively "Disposal Costs"); provided, however, that any net proceeds recovered by Lessor in excess of its Disposal Costs will be deducted from Lessee's financial obligation set forth herein. Lessee's financial obligations herein shall survive the termination of this Lease;

b. To have the title to any or all such items revert to Lessor; and/or

c. To commence suit against Lessee for damages or for specific performance.

The foregoing remedies are cumulative and in addition to any other remedies provided by law, and Lessor shall not be required to elect its remedies.

**4.5 MAINTENANCE OF PREMISES.** Maintenance and repair of the Premises, and all improvements thereon, is the sole responsibility of Lessee. Without limiting the generality of the foregoing, Lessee shall maintain the Premises in good condition including, without limitation, repairing all walls, floors, ceilings, interior doors, and interior and exterior windows and fixtures, as well as damage caused to any portion of the Premises or Lessor's property by Lessee, its employees, agents, licensees, invitees, subtenants, or anyone on the Premises or Lessor's property as a result of Lessee's activities.

**4.5.1 Lessor's Maintenance Obligations.** Lessor shall maintain in good condition the structural parts of any building on the Premises, which shall include the foundation, bearing and exterior walls, and the subflooring and roof ("Lessor's Maintenance Obligation"). The cost of all remaining maintenance to the building shall be the responsibility of Lessee ("Lessee's Maintenance Obligation"). Should Lessor incur expenses that would otherwise be included in Lessee's Maintenance Obligation, such expenses shall be paid by Lessee as additional Rent. Notwithstanding the foregoing, the cost of any maintenance and repairs occasioned by the negligent or willful act or omission of Lessee, its employees, agents, licensees, or invitees shall be the sole responsibility of Lessee and shall be paid within fifteen (15) days after invoice.

**4.6 UTILITIES AND SERVICES.** Lessee will arrange and pay for all utility connections and services, and the distribution of such utilities within the Premises. At the end of this Lease, Lessee shall arrange for such utility services to be terminated and for the final bill to be sent to Lessee. Lessee shall be liable for all utility charges that accrue if it fails to so terminate services.

**4.7 OFF-STREET PARKING.** Lessee agrees to provide space for the parking of vehicles in the number necessary to comply with applicable laws, regulations, and otherwise to accommodate its normal business requirements on the Premises included within this Lease. Lessee is not relying on any public streets, right-of-way, or other properties not included in this Lease for the parking of said vehicles.

## **ARTICLE V**

### **Insurance and Financial Security**

**5.1 CASUALTY LOSS OF LESSEE.** The parties hereto agree that the Lessor and its elected officials, employees, insurance carrier, and casualty policy shall not be responsible to the Lessee for any property loss or damage done to the Lessee's property, whether real, personal, or mixed, occasioned by reason of any fire, storm, or other casualty whatsoever. It shall be the Lessee's sole responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the Lessor, Lessee, third party, or act of nature. Lessee hereby releases and discharges the Lessor and its elected officials, employees, insurance carrier, and casualty policy from any claims for loss or damage to Lessee's property.

**5.2 INSURANCE.** Lessee shall procure and maintain a comprehensive general liability policy covering all claims for personal injury (including death) and property damage (including all real and personal property located on the Premises or Lessor's property) arising on the Premises or Lessor's property as a result of, or arising out of, Lessee's operations under this Lease. The limits of liability shall be not less than Two Million Dollars (\$2,000,000.00) for each occurrence and in the aggregate unless the Lessee requests, and Lessor approves in writing, a lesser liability limit. If the Lessee maintains higher insurance limits than the minimums required herein, the Lessor shall be insured for the full available limits of Commercial General and/or Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this Lease or whether any certificate of insurance furnished to the Lessor evidences the lower limits of liability set forth above. Lessor may impose changes in the limits of liability (i) on any Adjustment Date; (ii) as a condition of approval of assignment or sublease of this Lease; (iii) upon any breach of the environmental liability provision herein; (iv) upon a material change in the condition of any improvements; or (v) upon a change in the Authorized Use. If the liability limits are changed, Lessee shall obtain new or modified insurance coverage within thirty (30) days after changes in the limits of liability are required by Lessor. The liability policies shall contain a cross-liability provision such that the policy will be construed as if separate policies were issued to Lessee and to Lessor.

**5.2.1 Policy Provisions.** The foregoing insurance policy shall name Lessor as an additional named insured by way of a policy endorsement. Lessee shall provide certificates of insurance and, if requested, copies of any policy to Lessor. Receipt of such certificate or policy by Lessor does not constitute approval by Lessor of the terms of such policy. Furthermore, the policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended, or canceled with respect to Lessor except upon forty-five (45) days' prior written notice from the insurance company to Lessor; (iii) contain an express waiver of any right of subrogation by the insurance company against Lessor and Lessor's elected officials, employees, or agents; (iv) expressly provide that the defense and indemnification of the Lessor as an "additional insured" will not be affected by any act or omission by Lessee which might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (vii) provide for coverage for damage to the Lessor's property caused by the Lessee.

**5.2.2 Failure to Obtain and Maintain Insurance.** If Lessee fails to procure and maintain the insurance described above, Lessor shall have the right, but not the obligation, to procure and maintain substitute insurance and to pay the premiums. Lessee shall pay to Lessor, upon demand, the full amount paid by Lessor.

**5.2.3 Prudent Business Insurance.** The Lessee believes and states that the insurance obligation herein does not exceed that which the Lessee would otherwise normally place upon itself and obtain in order to operate its business in a prudent manner.

**5.3 FINANCIAL SECURITY.** Lessee agrees that it will secure the performance of the rental portion of this Lease by procuring and maintaining, during the term of this Lease, a corporate surety bond, or by providing other financial security satisfactory to Lessor (herein referred to as the "Bond"), in an amount not less than three months of Base Rent, plus state leasehold excise tax. The Bond shall be in a form and issued by a surety company acceptable to Lessor, and shall comply with the requirements of Washington law. Lessee shall obtain such Bond and forward evidence thereof to Lessor within fourteen (14) days of execution of this Lease, but in no event later than the Commencement Date of this Lease; failure to comply with this requirement shall be grounds for termination of this Lease without notice by Lessor. Such Bond shall be kept always in effect during the term of this Lease; failure to comply with this requirement shall render Lessee in default. The Bond shall be increased annually to reflect any adjustments in annual Rent. Upon any default by Lessee in its obligations under this Lease, Lessor may collect on the Bond to offset the liability of Lessee to Lessor. Collection on the Bond shall not relieve Lessee of liability, shall not limit any of Lessor's other remedies, and shall not reinstate or cure the default or prevent termination of the Lease because of the default.

## **ARTICLE VI**

### **Environmental Liability**

**6.1 ENVIRONMENTAL INDEMNIFICATION.** Lessee shall defend (with legal counsel suitable to Lessor), indemnify, and hold Lessor harmless from any and all claims, demands, judgments, orders, or damages resulting from Hazardous Substances on the Premises or Lessor's property caused—in whole or in part—by the activity of the Lessee, its agents, subtenants, or any other person or entity (i) on the Premises as a result of, arising out of, or relating to Lessee's operations under this Lease, or any previous lease or agreement; or (ii) on the Lessor's property as a result of, arising out of, or relating to Lessee's operations under this Lease, or any previous lease or agreement. It is the intent of the parties that Lessee shall be responsible for, and shall defend and hold Lessor harmless from, any Hazardous Substances that have or may occur on the Premises or Lessor's property as a result of, arising out of, or relating to Lessee's operations since Lessee first occupied the Premises or other portion of the Lessor's property through this Lease, or any previous lease or agreement with Lessor. The term "Hazardous Substances" as used herein shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq.; the Clean Air Act, 42 U.S.C. Sec. 7401 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq.; or the Hazardous Waste Cleanup-Model Toxics Control Act, Chapter 70A.305 RCW, all as amended and subject to all regulations promulgated thereunder.

**6.1.1 Unconditional Environmental Obligations.** Lessee's defense and indemnity obligations under this Article are unconditional, shall not be discharged or satisfied by Lessor's re-entry of the Premises or exercise of any other remedy for Lessee's default under this Lease, shall continue in effect after any assignment or sublease of this Lease, and shall continue in effect after the expiration or earlier termination of this Lease.

**6.1.2 Environmental Investigations.** Although Lessee shall not be liable for any Hazardous Substances on the Premises that were not caused—in whole or in part—by the

activity of the Lessee, its agents, subtenants, or any other person or entity on the Premises as a result of, arising out of, or relating to Lessee's operations under this Lease, or any previous lease or agreement, Lessee shall be responsible for the costs of any environmental investigations or remediation arising from the development or use of the Premises by Lessee, and Lessee hereby releases the Lessor from any contribution claim for those costs. By way of example only, if the Lessee excavates soil on the Premises which contains Hazardous Substances, then the Lessee will be responsible for the cost associated with disposing of those soils regardless of when or how the Hazardous Substances were released into those soils.

**6.2 CURRENT CONDITIONS AND DUTY OF LESSEE.** Lessor makes no representation about the condition of the Premises. Hazardous Substances may exist in, on, under, or above the Premises. Lessee should, but is not required to, conduct environmental assessments or investigations of the Premises prior to or during this Lease to determine the existence, scope, and location of any Hazardous Substances. If there are any Hazardous Substances in, on, under, or above the Premises as of the Commencement Date, Lessee shall exercise the utmost care with respect to the Hazardous Substances, the foreseeable acts or omissions of third parties affecting the Hazardous Substances, and the foreseeable consequences of those acts or omissions.

**6.2.1 Prior Notice of Environmental Investigation.** Prior to conducting any environmental investigation of the subsurface of the Premises, the Lessee shall provide prior written notice to the Lessor. Lessee shall provide the Lessor with the results of all such investigations.

**6.3 NOTIFICATION AND REPORTING.** Lessee shall immediately notify Lessor if Lessee becomes aware of any of the following:

- a. A release or threatened release of Hazardous Substances in, on, under, or above the Premises, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Premises;
- b. Any problem or liability related to or derived from the presence of any Hazardous Substance in, on, under, or above the Premises, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Premises;
- c. Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances with respect to the Premises, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Premises; or
- d. Any lien or action with respect to any of the foregoing.

**6.3.1 Copies of All Environmental Reports.** Lessee shall, at Lessor's request, provide Lessor with copies of any and all reports, studies, or audits which pertain to environmental issues or concerns with the Premises, and which are or were prepared by or for Lessee and submitted to any federal, state, or local authorities pursuant to any federal, state, or local permit, license, or law. These permits include, but are not limited to, any National Pollution Discharge and Elimination System permit, any Army Corps of Engineers permit, any State Hydraulics permit, any State Water Quality certification, or any Substantial Development permit.

## ARTICLE VII



### Miscellaneous Provisions

7.1 **LESSEE WILL OBTAIN PERMITS.** Lessee agrees to obtain and comply with all necessary permits for any Tenant Improvements and to conduct the Authorized Use. If Lessee fails to obtain and comply with such permits, then Lessee accepts full responsibility for any and all costs incurred by Lessor, including actual attorneys' fees. In this way, Lessee agrees to be solely responsible for all damages, costs, and expenses incurred as a result of Lessee's failure to fully comply with any necessary permit process and requirements.

7.2 **LIENS.** Lessee agrees to keep the Premises described herein free and clear of all liens and charges whatsoever. Lessee shall not allow any mechanics and materialmen's liens, or any other liens, be placed upon the leased Premises. If such a lien is placed or recorded, Lessee shall cause it to be discharged of record, at its own expense, within ten (10) days of Lessor's demand. Failure to comply with Lessor's demand within ten (10) days shall be a default under the terms of this Lease.

7.3 **INDEMNIFICATION AND HOLD HARMLESS.** The Lessee agrees that it will defend (with legal counsel acceptable to Lessor), indemnify, and hold harmless the Lessor, its elected officials, employees, and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences on the Premises or on Lessor's property (i) occasioned by either the negligent or willful conduct of the Lessee or its agents; or (ii) made by any person or entity holding under the Lessee, or any person or entity on the Premises or on the Lessor's property as a result of Lessee's activity, regardless of who the injured party may be. This indemnification and hold harmless shall not apply to the extent the damages was caused by the gross negligence or willful misconduct of the Lessor.

7.4. **LIMITED WAIVER OF IMMUNITY UNDER WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, AND OTHER SIMILAR INDUSTRIAL INSURANCE SCHEMES.** For purposes of the foregoing indemnification provision, and only to the extent of claims against Lessee by Lessor under such indemnification provision, Lessee specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, or any other similar workers' compensation schemes. The indemnification obligation under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the parties hereto.

7.5 **LAWS AND REGULATIONS.** Lessee agrees to conform to and abide by all applicable rules, codes, laws, and regulations in connection with its use of the Premises, the construction of improvements, and the operation of Lessee's business thereon; and not to permit said Premises to be used in violation of any applicable rule, code, law, regulation, or other authority.

7.5.1 **Environmental Laws and Regulations.** Lessee's obligations herein shall include, but in no way be limited to, the obligation to comply with all State and Federal environmental laws and regulations. Lessee shall defend (with legal counsel acceptable to Lessor), indemnify, and hold harmless the Lessor from any fine, penalty, or damage imposed by any lawful authority, which may arise as a result of the Lessee's failure to comply with the obligations of this Article.

7.6 **WASTE AND REFUSE.** Lessee agrees not to allow conditions of waste and refuse to exist on the Premises, and to keep the Premises in a neat, clean, and orderly condition.

**7.7 TAXES AND ASSESSMENTS.** Lessee agrees to pay all taxes assessed against the leasehold interest and a pro rata share of any assessments made against the Premises for installation of public utility systems, based upon a reasonable overall sharing program among all properties within the assessment area.

**7.8 SIGNS.** No signs shall be installed without the prior written permission of Lessor. In the event that an unauthorized sign has been installed, and after twenty-four (24) hours' notification to remove the sign by the Lessor, Lessee shall pay the Lessor a penalty of One Hundred Dollars (\$100) per day for each day the sign remains in place after such notification. The penalty shall automatically resume, without notice, if the sign is reinstalled after having been removed. The penalty accrued shall be paid with the next month's Base Rent. In addition, the Lessor reserves the right to provide notice of, and treat an unauthorized sign as, a non-monetary default of this Lease.

**7.9 EQUAL OPPORTUNITY.** Lessee agrees that in the conduct of activities on the Premises, it will be an equal opportunity employer in accordance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000 et seq., and shall comply with all requirements of the ADA.

**7.10 LITIGATION.** In the event Lessor shall be made a party to any litigation commenced by or against Lessee (other than actions commenced by Lessee or Lessor concerning the interpretation or enforcement of any of the terms and conditions of this Lease), then Lessee agrees to pay all costs, expert witness fees, and attorneys' fees, including all customary charges incurred by Lessor in connection with such litigation. However, if Lessor is made a party defendant and Lessee undertakes the defense of the action on behalf of Lessor, then no obligation for costs and attorneys' fees will be chargeable against Lessee by Lessor for costs arising out of such undertaking.

**7.11 ASSIGNMENT OF LEASE.** Lessee shall not assign, rent, or sublease any portions of this Lease, or any extension thereof, without the prior written consent of Lessor, and no rights hereunder in or to said Premises shall pass by operation of law or other judicial process, or through insolvency proceedings. Otherwise, the rights and obligations hereof shall extend to and be binding upon their respective successors, representatives, and assigns, as the case may be. Lessee shall furnish Lessor with copies of all such subassignment, sublease, or rental documents. For the purposes of this Lease, any change of ownership including sale, liquidation, or other disposition of some or all of the corporate stock or limited liability company units will be considered an assignment. Should the Lessor consent to an assignment made by the Lessee for the purposes of obtaining a loan or other consideration from a third party, then the Lessor's consent shall be made in accordance with the consent to assignment document used by Lessor for these specific assignments. A copy of this consent form shall be provided by Lessor upon request of Lessee.

**7.11.1 Remedy If Lessor Denies Assignment.** If Lessor refuses to consent to an assignment, Lessee's sole remedy shall be the right to bring a declaratory judgment action to determine whether Lessor was entitled to refuse such assignment under the terms of this Lease.

**7.11.2 No Waiver of Future Consents.** No consent by Lessor to any assignment or sublease shall be a waiver of the requirement to obtain such consent with respect to any other or later assignment or sublease. Acceptance of Rent or other performance by Lessor following an assignment or sublease, whether or not Lessor has knowledge of such assignment or

sublease, shall not constitute consent to the same nor as a waiver of the requirement to obtain consent to the same.

**7.11.3 Lessee's Liability on Assignment or Sublease.** If this Lease is assigned, the underlying beneficial interest of Lessee is transferred, or if the Premises or any part thereof is sublet to or occupied by anybody other than Lessee, Lessor may collect Rent from the assignee, subtenant, or occupant, and apply the net amount collected to the Rent herein reserved; but no such assignment, subletting, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant, or occupant as tenant, or as a release of Lessee from the further performance by Lessee of covenants on the part of Lessee herein contained. No assignment or subletting shall affect the continuing primary liability of Lessee (which, following assignment, shall be joint and several with the assignee), and Lessee shall not be released from performing any of the terms, covenants, and conditions of this Lease.

**7.11.4 Proceed Against Lessee.** Notwithstanding any assignment or sublease; any indulgences, waivers, or extensions of time granted by Lessor to any assignee or sublessee; or failure of Lessor to take action against any assignee or sublease, Lessee hereby agrees that Lessor may, at its option, proceed against Lessee without having taken action against or joined such assignee or sublessee, except that Lessee shall have the benefit of any indulgences, waivers, and extensions of time granted to any such assignee or sublessee.

**7.11.5 Assignee/Sublessee Insurance.** In the event the Lessor approves an assignment or sublease hereunder, such assignee or sublessee shall provide Lessor with insurance certificates and/or endorsements evidencing such assignee or sublessee's compliance with the insurance provisions set forth herein, including, but not limited to, the endorsement of Lessor as an additional insured under such policy or policies.

## 7.12 DEFAULT, CROSS DEFAULT, AND REMEDIES.

**7.12.1 Monetary Defaults.** Failure to pay Rent or any other monetary obligations by the fifteenth (15th) day of each month shall constitute a default under the terms of this Lease. If Lessee is in default in the payment of Rent or other monetary obligations then, at Lessor's sole option, and upon thirty (30) days' written notice, this Lease may be terminated, and Lessor may enter upon and take possession of the Premises. Without limiting the generality of the foregoing, Lessee expressly authorizes Lessor to obtain a prejudgment writ of restitution in the event of default by Lessee. This remedy is in addition to, and is not exclusive of, any other remedies provided either by this Lease or by law.

**7.12.2 Non-monetary Defaults.** If Lessee shall fail to perform any term or condition of this Lease, other than the payment of Rent or other monetary obligations, then Lessor, upon providing Lessee thirty (30) days' written notice of such default, may terminate this Lease and enter upon and take possession of the Premises. This remedy is in addition to, and is not exclusive of, any other remedies provided either by this Lease or by law.

**7.12.3 Other Defaults.** The following shall also constitute a default under the terms of this Lease:

- (i) a default by Lessee under any other agreement or lease with the Lessor;
- (ii) insolvency of Lessee;
- (iii) an assignment by Lessee for the benefit of creditors;

- (iv) the filing by Lessee of a voluntary petition in bankruptcy;
- (v) an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee;
- (vi) the filing of an involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing;
- (vii) attachment of or the levying of execution on the leasehold interest; and
- (viii) failure of Lessee to secure a discharge of the attachment or release of the levy of execution within ten (10) days.

**7.12.4 Multiple Defaults in a Year.** If within any one (1)-year period, Lessor serves upon the Lessee three (3) notices requiring Lessee either to (i) comply with the terms of this Lease or to vacate the Premises; or (ii) pay Rent or vacate (collectively referred to herein as "Default Notices"), then Lessee shall, upon a subsequent violation of any term of this Lease by the Lessee (including failure to pay Rent), be deemed to be in unlawful detainer, and Lessor may, in addition to any other remedies it may have, immediately terminate the Lease and/or commence an unlawful detainer action without further notice to Lessee.

**7.12.5 Cross-Default.** A default under this Lease shall constitute a default under any other lease or agreement which Lessee has with Lessor (hereinafter such other agreements shall be referred to as "Collateral Agreements"). Likewise, any material breach or default under a Collateral Agreement shall be deemed a material breach or default under the terms of this Lease. If a Collateral Agreement is terminated for a material breach or default of Lessee, then Lessor shall, without limiting any other remedies it may have, be entitled to terminate this Lease upon five (5) days' written notice to Lessee.

**7.12.6 Other Remedies.** In addition to the foregoing remedies specified in this Article, Lessor may exercise any remedies or rights under the laws of the State of Washington including, but not limited to, recovering damages for past due rent, future rent, costs to re-let the Premises, and costs to restore the Premises to its prior condition (reasonable wear and tear expected). Under no circumstances shall Lessor be held liable in damages or otherwise by reason of any lawful re-entry or eviction. Lessor shall not, by any re-entry or other act, be deemed to have accepted any surrender by Lessee of the Premises, or to have otherwise terminated this Lease or to have relieved Lessee of any obligation hereunder. Lessor shall be under no obligation to observe or perform any covenant of this Lease after the date of any material default by Lessee unless and until Lessee cures such default. A fee of Five Hundred Dollars (\$500.00) shall be assessed to Lessee for each Default Notice issued to Lessee to defray the costs associated with preparing, issuing, and serving such notice. This fee shall be payable on the first (1<sup>st</sup>) day of the month following the issuance of the Default Notice.

**7.13 TERMINATION.** This Lease shall terminate for default if Lessee fails to cure any default within the time provided for herein. Upon termination of this Lease or any extension thereof, whether by expiration of the stated term or sooner termination thereon, as herein provided, Lessee shall surrender to Lessor the Premises peaceably and quietly. Lessee shall restore the Premises to the condition existing at the time of initiation of this Lease, except for (i) normal wear and tear; and (ii) any improvements which Lessor permits to remain on the Premises.

**7.14 NON-WAIVER.** Neither the acceptance of Rent nor any other act or omission of Lessor after a default by Lessee or termination shall operate as a waiver of any past or future default by Lessee, or be construed to deprive Lessor of its right to terminate this Lease or to prevent Lessor from promptly exercising any other right or remedy it has under this Lease. Any waiver by Lessor shall be in writing and signed by Lessor in order to be binding on Lessor.

7.15 **NOTICES.** Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party, shall be in writing and addressed to the other party at the addresses set forth in Article I above, or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first (1<sup>st</sup>) attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

7.16 **AGENT FOR SERVICE.** Lessee agrees that if Lessee is in unlawful detainer, pursuant to Chapter 59.12 RCW, and Lessor is unable to serve Lessee with the unlawful detainer pleadings after one (1) service attempt, then Lessor shall be deemed to have complied with the service requirements of Chapter 59.12 RCW if it mails such pleadings via certified mail to the address set forth in the "Notice" section of this Lease and posts such pleadings in a conspicuous location on the Premises. Service shall be deemed complete on the third (3<sup>rd</sup>) day following the day of posting or day of mailing, whichever is later.

7.17 **SECURITY.** Lessee specifically acknowledges that Lessor has no duty to provide security for any portion of the Premises or Lessor's Property. Lessee assumes sole responsibility and liability for the security of itself, its employees, customers, and invitees, and their respective property in or about the Premises or Property. Lessee agrees that to the extent Lessor elects to provide any security, Lessor is not warranting the effectiveness of any such security personnel, services, procedures, or equipment, and that Lessee is not relying and shall not hereafter rely on such security personnel, services, procedures, or equipment. Lessor shall not be responsible or liable in any manner for failure of any such security personnel, services, procedures, or equipment to prevent or control, or to apprehend anyone suspected of personal injury or property damage in, on, or around the Premises or Property.

7.18 **QUIET ENJOYMENT.** Lessor acknowledges that it has ownership of the Premises and that it has the legal authority to lease the Premises to Lessee. Lessor covenants that Lessee shall have quiet enjoyment of the Premises during the term of this Lease so long as Lessee complies with this Lease and subject to Lessor's right of entry onto the Premises as set forth herein.

7.18.1 **Easements.** The Lessor reserves the right to grant easements and other land uses on the Premises to others when the easement or other land uses applied for will not unduly interfere with the Lessee's Authorized Use or with the approved plan of development for the Premises.

7.19 **LESSOR MAY ENTER PREMISES.** It is agreed that the duly authorized officers or agents of Lessor may enter to view said Premises at any time, and if the business or normal function of Lessor should at any time require that it enter upon the Premises to perform any work or make any improvements, it may do so, but not in such manner as to materially interfere with Lessee's Authorized Use.

7.20 **TIME.** It is mutually agreed and understood that time is of the essence of this Lease, and that a waiver of any default of Lessee shall not be construed as a waiver of any other default.

7.21 **INTERPRETATION.** This Lease has been submitted to the scrutiny of the parties hereto and their counsel, if desired. In any dispute between the parties, the language of this Lease shall, in all cases, be construed as a whole according to its fair meaning and not for or against

either the Lessor or the Lessee. If any provision is found to be ambiguous, the language shall not be construed against either the Lessor or Lessee solely on the basis of which party drafted the provision. If any word, clause, sentence, or combination thereof, for any reason, is declared by a court of law or equity to be invalid or unenforceable against one party or the other, then such finding shall in no way affect the remaining provisions of this Lease.

**7.22 HOLDING OVER.** If the Lessee remains in possession of said Premises after the date of expiration of this Lease without Lessor's prior written consent, such holding over shall constitute and be construed as tenancy at sufferance only, at a monthly rent equal to one hundred fifty percent (150%) of the Base Rent owed during the final month of the Term of this Lease, and otherwise upon the terms and conditions in this Lease. If Lessee holds over with Lessor's prior written consent, then, until such time as a new written Lease is executed by the parties hereto, Lessee shall continue to make payments to Lessor on a month-to-month basis as provided for in this Lease. Such authorized holdover tenancy may be terminated by either party at the end of any such monthly period by sending written notice not less than five (5) days before the end of such period. Such authorized holdover tenancy shall be subject to all terms and conditions contained herein.

**7.23 SURVIVAL.** All obligations of the Lessee, as provided for in the Lease, shall not cease upon the termination of this Lease and shall continue as obligations until fully performed. All clauses of this Lease which require performance beyond the termination date shall survive the termination date of this Lease.

**7.24 GOVERNING LAW.** This Lease, and the rights of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, jurisdiction and venue shall lie exclusively in Thurston County, Washington, and not in any federal court.

**7.25 ATTORNEYS' FEES – LEASE ENFORCEMENT.** The prevailing party in any action to enforce any term or condition of this Lease shall be entitled to an award of their reasonable costs and attorneys' fees.

**7.26 ESTOPPEL CERTIFICATES.** At Lessee's request, Lessor agrees to execute and deliver to Lessee or its lender(s) a customary estoppel certificate in a form acceptable to the Lessor which shall set forth the following information: (i) the terms and conditions of this Lease; (ii) the status of the Rent payments under the Lease; and (iii) Lessor's knowledge of any breaches or anticipated breaches of the Lease. Lessor shall have no obligation to execute an estoppel certificate which requests any information other than as set forth above. Lessee agrees to reimburse the Lessor for all staff time incurred and attorneys' fees paid by Lessor for the review and opinion of such attorney acting on the request for such estoppel certificate and in negotiating acceptable language in the estoppel certificate. A failure to reimburse Lessor within sixty (60) days of the mailing of notice of such charges shall constitute a default under the terms of this Lease.

**7.27 ATTORNMENNT.** In the event the Premises are sold, Lessee shall attorn to the purchaser upon the sale; provided that the purchaser expressly agrees in writing that, so long as Lessee is not in default under the Lease, Lessee's possession and occupancy of the Premises will not be disturbed and that such purchaser will perform all obligations of Lessor under the Lease.

7.28 **COUNTERPARTS AND ELECTRONIC TRANSMISSION.** This Agreement may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original document.

7.29 **ENTIRE AGREEMENT.** This Lease contains all of the understandings between the parties. Each party represents that no promises, representations, or commitments have been made by the other as a basis for this Lease which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Lease and executed with all necessary legal formalities by the City of Tenino City Council.

7.30 **VALIDATION. IN WITNESS WHEREOF,** Lessor has caused this instrument to be signed by its \_\_\_\_\_ by authority of the Mayor of the City of Tenino, and this instrument has been signed and executed by Lessee, the day and year first above written.

**THIS LEASE CONTAINS INDEMNIFICATIONS FROM THE LESSEE TO THE LESSOR, RELEASES BY THE LESSEE AND A LIMITED WAIVER OF IMMUNITY UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, OR ANY OTHER SIMILAR WORKERS' COMPENSATION SCHEMES, WHICH WERE SPECIFICALLY NEGOTIATED.**

*[Signatures on following page]*

**IN WITNESS WHEREOF**, Lessor and Lessee have executed this Lease as of the Effective Date.

**LESSEE:**

**DIG TENINO, LLC**

\_\_\_\_\_  
By: Perry Shea  
Its: Manager

**LESSOR:**

**CITY OF TENINO**

\_\_\_\_\_  
By: Wayne Fournier  
Its: Mayor

**ATTEST:**

\_\_\_\_\_  
By: Jen Scharber  
Its: Clerk/Treasurer



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, **WAYNE FOURNIER**, to me known to be the Mayor of the City of Tenino and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

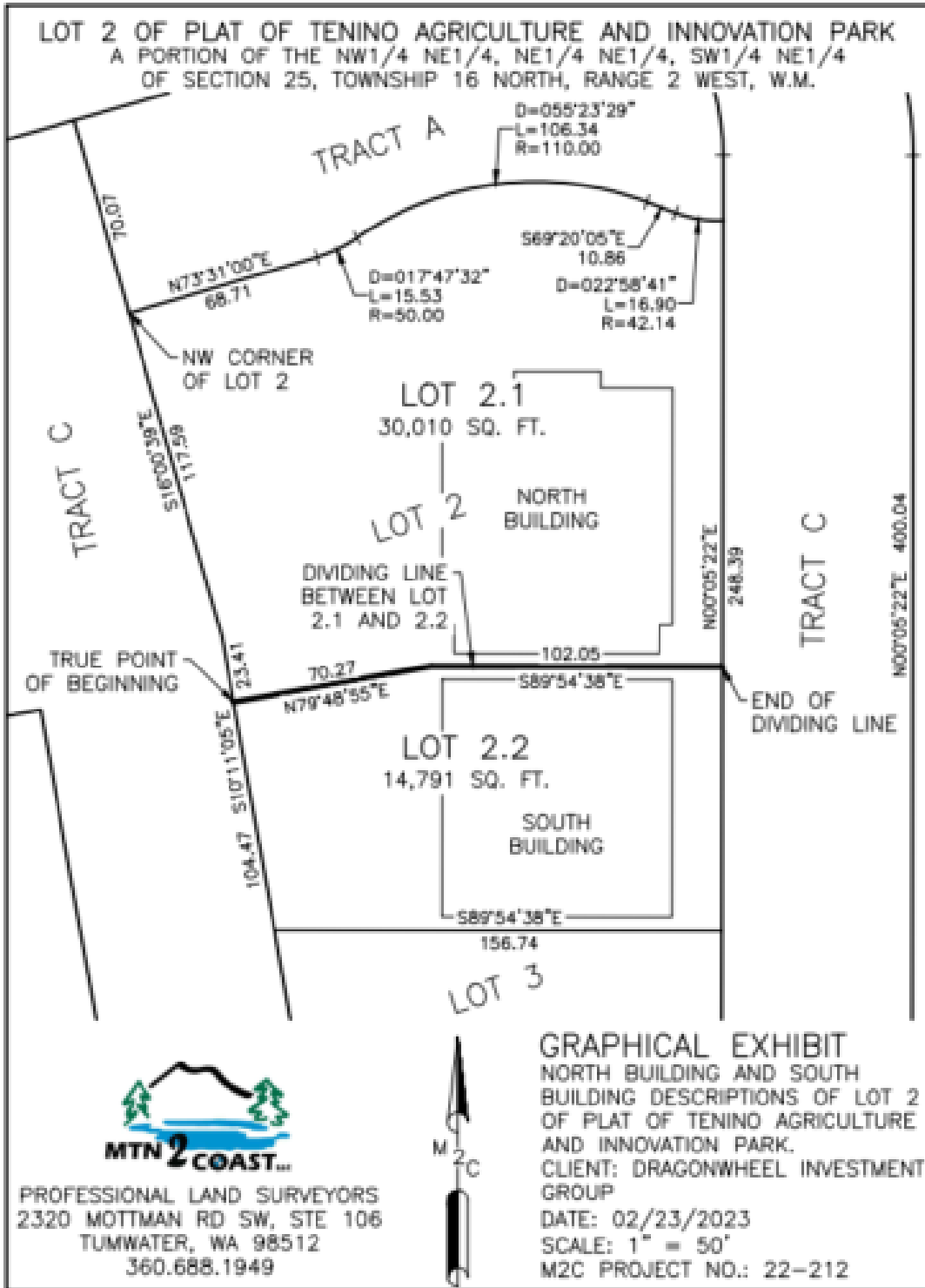
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, **PERRY SHEA**, to me known to be the **MANAGER of DIG TENINO, LLC** and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

**EXHIBIT A**  
Depiction of Premises



**EXHIBIT A-1**  
Legal Description of Premises

**LEGAL DESCRIPTION FOR LEASING PURPOSES OF THE NORTH BUILDING ON LOT 2  
OF PLAT OF TENINO AGRICULTURE AND INNOVATION PARK**

**LOT 2.1 (NORTH BUILDING)**

THAT PORTION OF LOT 2 OF PLAT OF TENINO AGRICULTURE AND INNOVATION PARK, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 NORTH, RANGE 2 WEST, W.M., LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2;  
THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 2, SOUTH 16°00'39" EAST, 117.59 FEET;  
THENCE CONTINUING SOUTH ALONG SAID WEST LINE, SOUTH 10°11'05" EAST, 23.41 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE;  
THENCE NORTH 79°48' 55" EAST, 70.27 FEET;  
THENCE SOUTH 89°54'38" EAST, 102.05 FEET TO THE EAST LINE OF SAID LOT 2 AND THE TERMINUS OF SAID LINE;

LOT 2.1 CONTAINING 30,010 SQUARE FEET, MORE OR LESS;

SITUATE IN THE CITY OF TENINO, COUNTY OF THURSTON, STATE OF WASHINGTON.

### EXHIBIT B Building Plans



CLIENT FLOOR PLAN  
1/8" = 1'-0"

<b>SWM Agricultural &amp; Innovation Center - North TI</b> SHEET NUMBER: 109 DATE: 07/23/2023 PROJECT NUMBER: 110116.0010	
DRAWN BY: ACJG CHECKED BY: JJ DATE: 07/23/2023 SCALE: 1/8" = 1'-0" SHEET: 109	PROJECT NUMBER: 110116.0010
SHEET 011 <b>FLOOR PLAN - CLIENT COPY</b> <h1>A0</h1>	

**EXHIBIT C**  
Tenant Improvements

1. Plumbing fixtures & finishes
2. Electrical trim, finishes, lighting fixtures
3. HVAC truck line from primary building units in mezzanine
4. All kitchen appliances
5. All cabinetry, built-in units, and furnishings