City of Raymond
WASHINGTON

230 Second Street, Raymond, WA 98577

CITY COUNCIL AGENDA

Meeting: Monday, March 7, 2022, at 6:00 PM
Location: City Hall Council Chambers

ZOOM LINK: https://us02web.zoom.us/j/2590939124

Meeting ID: 259 093 9124
One tap mobile
+12532158782,,2590939124# US (Tacoma)

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL – CLERK/TREASURER**

4. **APPROVAL OF AGENDA & CONSENT AGENDA**
   APPROVAL OF MINUTES OF FEBRUARY 22, 2022 MEETING

5. **COMMUNICATIONS**

6. **ITEMS FROM THE PUBLIC**

7. **ORDINANCE #1910 – SECOND READING - AMENDING SECTION RMC 2.125 – PUBLIC RECORDS ACT FEES – ACTION**

8. **RE-AWARDING WATERTANK REHABILITATION PROJECT BID - ACTION**

9. **COMMUNITY CENTER KITCHEN LEASE – ACTION**

10. **HAVA – MOU - ACTION**

11. **DEPARTMENT HEAD REPORTS**
    a. Fire Chief Bill Didion
    b. Police Chief Chuck Spoor
    c. Public Works Director Eric Weiberg
    d. Clerk/Treasurer Gretchen Sagen

12. **MAYOR COMMENTS**

Next Regular Scheduled Council Meeting
MONDAY, MARCH 21, 2022, at 6:00 PM

Notice – All proceedings of this meeting are sound recorded – Except Executive Sessions – The City of Raymond provides access and services to all members of the public. Please notify City Hall at least 48 hours prior to an event if reasonable accommodations are needed.

13. COUNCIL COMMENTS

14. ADJOURNMENT

City of Raymond
WASHINGTON

230 Second Street, Raymond, WA 98577

COUNCIL PROCEEDINGS
FEBRUARY 22, 2022

Council Members Wm Ian Farrell, Heidi Worlton, Chris Halpin, Tony Nordin and Ryan Porter were present for the regularly scheduled City Council meeting at 6:00 PM on the 22nd of February 2022. Council Member Steve Jones was absent (excused). Officers present were Clerk/Treasurer Gretchen Sagen, Fire Chief Bill Didion, Public Works Director Eric Weiberg and Police Chief Spoor.

Mayor Dee Roberts called the meeting to order. Clerk/Treasurer Sagen took roll call. After roll call, Clerk/Treasurer Sagen swore in Karen Tully as the new City Council Member Position #3. Council Member Ryan Porter moved and approved the minutes of February 7, 2022, the minutes of the special meeting February 16, 2022, the Agenda and Consent Agenda for tonight's meeting. The motion was seconded by Council Member Heidi Worlton. Motion passed with all members present voting aye.

CLAIM No. 69437	**$90,308.44**
CLAIMS No. 69459 THROUGH No. 69509	
PAYROLL No. 69438 THROUGH No. 69458	**$201,417.57**
(Direct Deposit included)	

COMMUNICATIONS

Clerk/Treasurer Sagen informed the Council that AWC is currently looking for elected officials to serve on their Board of Directors. If anyone is interested, please contact AWC.

ITEMS FROM THE PUBLIC

There was none.

ORDINANCE #1910 – FIRST READING – AMENDING SECTION RMC 2.125 – PUBLIC RECORDS ACT FEES

Council Members Porter and Worlton moved and seconded a motion to move Ordinance #1910 to a second reading. Motion carried with all members present voting aye.

MOU'S – LOCAL 367R & TEAMSTERS #252

Council Members Porter and Worlton moved and approved an MOU with Local 367R and Teamsters #252 for Incentive Pay regarding Resolution #1274. Motion passed with 6 ayes and 1 nay – Council Member Wm Ian Farrell.

COMMITTEES DISCUSSION

Mayor Roberts discussed having three committees. We currently have a Budget/Finance Committee. The Council expressed interest in a Public Health & Safety Committee (Police & Fire) and a Public Works & Community Development Committee. Council Members Tully and Nordin would like to be on PW & Community Development Committee and Council Member Farrell would like to be on the Public Health & Safety Committee.

COMMUNITY CENTER KITCHEN/RESTAURANT LEASE

The Mayor would like to table this until the March 7, 2022, meeting. Council Members Worlton and Tully moved and seconded a motion to table this until next meeting. Motion carried with all members present voting aye.

DEPARTMENT HEAD REPORTS

Fire Chief Bill Didion had nothing to report.
Police Chief Chuck Spoor thanked Corporal Ristow for showing up tonight.
Public Works Director Eric Weiberg discussed his staff report regarding Lynn Wingender and the placement of a manufactured home. He also informed the Council that the Willapa Center is starting to drive piling this week.
Clerk/Treasurer Gretchen Sagen expressed her sincerity about leaving the City after almost 24 years. It was a very tough decision. She thanked the Council for their support.

MAYOR'S COMMENTS

The Mayor would like a member of the Council to be on the SWRTPO Board who meet once a month via ZOOM. Council Member Tony Nordin volunteered to be the cities representative.

Mayor Dee met with Jim Sayce, Port of Willapa Harbor, as of today the Port has no plans to move forward with the MOU for the theatre. He is requesting a letter from the Mayor stating that the City will move forward with their own plans for the Theatre. Council Members Worlton and Halpin moved and seconded a motion authorizing the Mayor to write a letter to the Port regarding the MOU with the Theatre. Motion passed with 6 ayes and 1 nay – Council Member Wm Ian Farrell.

COUNCIL COMMENTS

Council Member Porter asked PW Director Weiberg if the parking lot in front of the Alder & Co. and Seaport Museum be striped. Council Member Wm Ian Farrell is available to sit on the interview committee panel for the Clerk/Treasurer position.

There being no further business, the meeting was adjourned by motion of Council Members Porter and Nordin at 6:30 PM. Motion passed with all members present voting aye.

ATTEST:

Gretchen Sagen, Clerk/Treasurer, MMC

Dee Roberts, Mayor

ORDINANCE #1910~~868~~

A ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON, RELATING TO COMPLIANCE WITH THE PUBLIC RECORDS ACT, SPECIFICALLY, AMENDING AND REPLACING PUBLIC RECORDS ACT RULES PURSUANT TO CHAPTER 2.125 OF THE RAYMOND MUNICIPAL CODE

WHEREAS, Sections 42.56.040 and 42.56.100 of the Revised Code of Washington (RCW) and Section 2.125 of the City of Raymond Municipal Code (RMC) require the city to make nonexempt public records available for inspection and copying; and

WHEREAS, the aforementioned RCW and RMC sections require the city to establish and publish rules to facilitate disclosure of public records; and

WHEREAS, the Washington State Legislature adopted new legislation affecting the manner in which the City is required to administer chapter 42.56 RCW; and

WHEREAS, in order to incorporate these changes into the City's existing rules relating to the Public Records Act, the existing RMC 2.125 must be amended and replaced;

THE CITY COUNCIL OF THE CITY OF RAYMOND, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Amend section 2.125.040 Public Records Officer.

Any person wishing to request access to public records of the City, or seeking assistance in making such a request, should follow the procedures set forth in these Rules and contact the Public Records Officer (the "PRO") of the City to submit such a request or to obtain assistance in making such a request:
Clerk/Treasurer
City of Raymond
230 Second Street
Raymond, WA 98577
Phone (360) 942-4100
Fax (360) 942-4137
~~Email g_sagen.raymond@willapabay.org~~

Section 2. Amend and Replace Section "22.125.090 Costs of providing copies of public records." With (f)

(A) No fee will be charged for the inspection of public records or locating public records and making them available for copying, except as described in RCW 52.56.120(3).

(B) The City shall charge the following costs for providing copies of public records:

a) Fifteen cents per page for photocopies of public records, printed copies of electronic public records when requested by the person requesting records, or for the use of City equipment to photocopy public records;

b) Ten cents per page for public records scanned into an electronic format or for the use of agency equipment to scan the records;

c) Five cents per each four electronic files or attachment uploaded to e-mail, cloud-based data storage service or other means of electronic delivery;

d) Ten cents per gigabyte for the transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The City shall take reasonable steps to provide the records in the most efficient manner available to the agency in its normal operations;

e) The actual cost of any digital storage media or device provided by the City, the actual cost of any container or envelope used to mail the copies to the requestor, and the actual postage or delivery charge.

f) Sixty-seven cents per minute of staff time for redaction of any law enforcement requested body-worn camera footage. These charges are based on the average per-minute salaries of the city employees responsible for video redaction. See RCW 42.56.240 (14)(f)(1).

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Section 3 **Repeal Exhibit A – Public Records Request Form**

~~Exhibit A~~
~~Public Records Request Form~~
~~City of Raymond, Washington~~

~~*Request for Public Records*~~ ~~*CITY OF RAYMOND*~~	

~~Requestor Name:~~

~~Date:~~

~~Agency:~~

~~Requestor Address:~~

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Requestor Phone: _____ Cell: _____ Email: _____

Request Made: ☐ In Person ☐ In Writing ☐ Telephone ☐ Fax ☐ Email
Preferred Delivery: ☐ Pick up ☐ U.S. Mail ☐ Email (provide address) ☐ Fax ☐ On Site Inspection

Record Request Information: To expedite the request, be as specific as possible in describing the records being requested, including dates. Also, please include the type of access requested (copying or inspection) and the medium requested.

I agree to pay the actual cost of duplicating, scanning, and/or mailing copies of the requested public records. I understand that the City is prohibited from disclosing lists of individuals to requestors for commercial purposes and do hereby swear under penalty of law that I will not use or allow others to use such public records for commercial purposes.

Requestor's Signature _____ Date

See Reverse Side for Fee Schedule and Response to Request

CITY USE ONLY

ROUTING	**COST**	**DISPOSITION**
PRR No. _____ Date Received _____ Staff Name _____ Dept. _____ Dept. Forwarded To _____ Date _____ Request forwarded to Attorney for review: ☐ Yes ☐ No Date _____ Authorized for Release ☐ No (explain) ☐ Yes _____	Est. Duplication Cost _____ Est. Delivery Cost _____ Personnel Cost _____ Est. Total Cost _____ Deposit Amount _____ Actual Cost _____ Date Paid _____ Comments: _____	☐ Request Granted Date Delivered _____ ☐ Record Withheld in part (explain) _____ ☐ Req. Denied (attach explanation) ☐Other: _____ Scanned Date _____ Filed request form with Clerk _____ Date

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Section 4. If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

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Section 5. This ordinance shall be in full force and effect five days after publication as required by law.

INTRODUCED and PASSED this day _____, March 2022. With the following vote:

Ayes – **Noes –** **Absent –**

_____

Dee Roberts, Mayor

AUTHENTICATED BY: _____

Gretchen Sagen, Clerk/Treasurer, MMC

Water Tank Reservoir Repainting Project
Bid Recording Sheet
DOH DWSRF Loan# DWL25292
June 30, 2021 @ 10:00 am
City Hall Council Chambers

Bidder Name	Phone Number	Bid Amount	Bid Form w/Bond	Qualification Form	Bidder's Proposed Sub-Contractors Form	Nonsegregated Facilities Certification	Minority Business Inquiry List	Subcontractor Listing Form RCW 39.30.060
HCI Industrial & Marine Coatings	360 260 9250	1,241,324	Yes	Yes	Yes	Yes	No	No
S+K Painting	503 557 5544	1,194,000	Yes	No	Yes	Yes	Yes	Yes
Long Painting	253 734 8050	1,191,460	Yes	Yes	Yes	Yes	No	No
Purcell Painting & Coatings	206 835 6878	1,020,100	Yes	Yes	Yes	Yes	Yes	Yes
Preferred Sandblasting & Painting	931 685 1009	707,089.87	Yes	Yes	Yes	Yes	Yes	Yes
Southern Road & Bridge	727 940 5395	787,000	Yes	Yes	Yes	Yes	No	No
* T Bailey	360 293 0682	907,000	Yes	Yes	Yes	Yes	Yes	Yes
Mericka Group	619 836 9515	784,000	Yes	Yes	Yes	Yes	Yes	Yes

THEATER KITCHEN
REAL ESTATE LEASE

THIS INDENTURE OF LEASE, dated the ____ day of _____, _____, by and between the CITY OF RAYMOND, a municipal corporation of the State of Washington, hereinafter referred to as the "Lessor," and Third Street Deli & Bistro hereinafter referred to as the "Lessee", in consideration of the mutual covenants herein contained,

W I T N E S S E T H:

1. **Description of Leased Premises**: The Lessor does hereby lease to the Lessee and the Lessee does hereby lease from the Lessor certain land and improvements situated in Pacific County, Washington, described as follows:

Lower floor and fixtures (restaurant) 319 Third Street, Raymond WA
1668 Square Feet

Provided that no default has occurred under the terms of this Lease, Lessee shall quietly have, hold and enjoy the premises throughout the entire term of this Lease without interruption or disturbance by Lessor and those claiming under or through Lessor.

2. **Purposes – Minimum Operating Requirements-Improvements**: The premises are to be used for the purposes of a restaurant. Pursuant to said purposes, the Lessee agrees to maintain and operate all of said facilities in a manner which meets the legal requirements of Lessor and of the appropriate governing bodies of, Pacific County, the State of Washington, and the federal government and to indemnify and hold Lessor harmless with respect thereto. Lessee shall use the premises only for the purposes stated above and shall not use them for any other purpose without the written consent of the City, which consent shall not be unreasonably withheld.

Lessor is the Owner of the existing structures and improvements located upon the demised real property. Any construction or alterations other than ordinary maintenance and repair of the premises and improvements located upon said land to be accomplished by the Lessee including exterior paint and signage must receive the written approval of the City prior to the commencement thereof, and Lessee agrees to submit detailed plans and specifications to Lessor for consideration in connection with such approval. The general maintenance of all interior structures shall be the responsibility of the Lessor including the shared bathrooms.

It is agreed between the parties that all Lessee-owned improvements to the real estate herein demised shall remain the property of the Lessee during the term of the lease. All structures or fixtures erected upon or added to the leased premises by the Lessee during the term of this lease become the property of the City at the expiration of the lease.

However, Lessor may require the Lessee to remove all or any of the structures or fixtures so placed on said premises, provided the Lessor so notifies the Lessee within 30-days of the expiration of this Lease. In the event any improvements are so removed by Lessee, the premises shall be restored to the condition they were in prior to the construction of such structures. In the event Lessor gives such notice to Lessee, Lessee shall remove such improvements as are specified by Lessor to be removed, at its own expense, within 60 days of the receipt of such notice, and shall leave the remaining improvements, which have not been specified by Lessor for removal, in good condition and repair. The remaining improvements, not specified for removal by Lessor, shall be and become the property of Lessor. The deadlines for restoration of the premises and removal of improvements shall be extended by the time that is required to obtain all necessary regulatory permits and approvals, provided that Lessee timely files applications for such permits and approvals.

Lessee shall indemnify and hold Lessor harmless from any damage, expense or liability incurred by Lessor in connection with Lessee's removal or failure to remove, such improvements.

3. **Acceptance of Premises – Maintenance**: Lessee, having ascertained the physical condition of the premises from a careful and complete inspection thereof, accepts the premises in the present condition and "as is." The Lessor makes no representation nor warranty, expressed nor implied, as to the condition or fitness for any use of the improvements located on the above referenced premises. As used herein, "premises" means the premises and improvements thereto now existing, and all structures and permanent improvements added to the premises hereafter.

Lessee shall, at its own expense, maintain and keep the premises in good, neat and sanitary physical condition. At the expiration of the term of this lease, or at its earlier termination, Lessee shall re-deliver possession of the same premises to the Lessor and Lessee covenants and agrees that at the time of the expiration or termination, the premises will be in good, neat and sanitary physical condition, ordinary wear and tear not due to Lessee's failure of maintenance excepted.

Lessor shall be responsible for repairs not resulting from the negligence of Lessees. Lessor shall at all times have the right, either personally or through its designated agents, to go upon the land and structures for the purpose of repairs, determining the uses being made by the Lessee of the demised premises and the condition of the demised premises, such entries to be permitted to Lessor or its said agents at reasonable times and upon reasonable notice.

Lessee agrees that the alterations, maintenance or repair of any improvements now located upon said parcel or to be located thereon, will conform to the building and zoning codes of the State of Washington and Pacific County, and any other applicable laws. Any construction or alterations other than ordinary maintenance and repair of the structure or structures, located upon said parcel, or to be constructed, to be accomplished

by the Lessee must receive the written approval of the City, prior to the commencement thereof, which consent shall not be unreasonably withheld, and Lessee agrees to submit detailed plans and specifications to Lessor for consideration in connection with such approval.

Lessor acknowledges that Lessee has a material interest in the premises and their utility, condition and value. Except in the event of an emergency, which poses an immediate threat of injury to any person or property, Lessor shall not make any structural alterations, additions, or improvements to the premises without Lessee's prior written consent, which Lessee shall not unreasonably withhold. Lessor shall not make alterations to the premises that substantially interfere with Lessee's use of the premises.

4. **Rental**: The Lessee covenants and agrees to pay the Lessor as rental for said land the sum of $500.00 per month for March, April and May of 2022. The Lessee covenants and then agrees to pay the Lessor as rental for said land the sum of zero and 0.50/100 Dollars ($0.50) per month per square foot (1668 x .50 = $834.50), plus applicable leasehold tax, commencing as of the 1st day of June 2022 and continuing through the 30th day of June 2025.

Rents in each succeeding calendar year (June 1st) shall increase as follows: June 1, 2023, 0.55 per month per square foot (1668 x .55 = $917.40) and June 1, 2024, 0.60 per month per square food (1668 x .60 = $1,008.80).

The Lessor and/or the Lessee reserves the right to reopen said lease for re-negotiations each year if deemed necessary.

All rental amounts shall be paid in advance on or before the fifth (5th) day of each month. Any rental amounts unpaid after the fifth (5th) day of each month shall be delinquent. If Lessee shall fail to pay rent by the tenth (10th) day of any month, said rent shall be in default. In the event of such delinquency, the sum of Fifty Dollars ($50.00) shall be due and payable as a late charge for every monthly installment thus unpaid, and Fifty Dollars ($50.00) shall be added for each additional month that such monthly payment remains unpaid. These remedies are in addition to any other remedies provided for herein.

5. **Term:** The term of this lease shall be for **Three** (**3**) years, to commence on the 1st day of June 2022 and end on the 30th day of June 2025, inclusive. Any extensions of this lease must be in writing, signed by all parties.

Lessee is hereby granted a potential option to extend the lease if mutually agreeable terms can be reached.

6. **Illegal Uses Prohibited**: The Lessee further agrees that the premises and any improvements thereon will not be put to any use, which is contrary to the laws or regulations of the United States of America, State of Washington, Pacific County or the City of Raymond.

7. **Leasehold Tax**: The Lessee shall pay to the Lessor at its address in Raymond, Washington, the leasehold tax, if applicable, as set forth in Chapter 51, Laws of 1976, Second Ex. Sess., or as may be amended. The tax shall be due and payable at the same time any payment charged herein is due and payable. Failure to pay said tax when due and payable shall be considered a breach of the provisions of this lease and the Lessor shall be entitled to all remedies to which it is entitled by law, and the remedies provided herein for a breach of a provision of this lease. Taxes as defined herein exclude taxes by or for Lessor. Any delinquent taxes shall be a debt to the Lessor under this lease and in the event the Lessor is subject to any penalties or interest or charges of any kind because of the failure of the Lessee to pay such taxes, such penalties and interest shall be payable by the Lessee to the Lessor and shall be considered a debt to the Lessor. In the event the Lessor suffers or incurs any costs of whatsoever nature, including, but not limited to, attorneys' fees, such costs shall be payable by the prevailing party and shall be considered a debt due and owing under this lease.

8. **Other Taxes**: In the event of any laws or changes in the laws or policies of any federal, state or local governmental body which require that Lessor must pay or collect any tax, fee, license, or charge of any kind to such federal, state or local government body on account of Lessor's ownership or leasing of the property herein demised, Lessee agrees to pay any such tax, fee, license, or charge when due, to such federal, state or local governmental body, or Lessor, as the law requires. Lessee agrees to furnish all information necessary to Lessor as may be reasonably required to enable Lessor to comply with or be assured of Lessee's compliance with such laws.

9. **Liability and Hazard Insurance**: The Lessee further agrees that it will maintain Commercial General Liability Insurance for any injuries or damages to Lessor or third parties arising out of its operations, including extension of said coverage to injuries or damages occurring on Lessor's parking areas and grounds, with Lessor named as an additional insured party, in an amount not less than $500,000.00 property damage and bodily injury single limit per occurrence and $1,000,000.00 aggregate. Lessee further agrees that Lessor will maintain Special Form Property Insurance upon the premises in an amount not less than the replacement value of the demised premises and improvements of which Lessee will reimburse the Lessor for the premium on an annual basis. Lessee will provide Lessor with a certificate of insurance evidencing the coverage required by the paragraph and will immediately upon cancellation of any of the required coverage, provide the Lessor with the maximum period of written notice possible but not less than thirty (30) days.

Lessor reserves the right to unilaterally, at its sole discretion, require Lessee, at any time during the term of this lease, to increase the policy limits or to change the form of the insurance coverage required under this paragraph. Provided, however, that Lessor shall not require any increase or change in form that is unreasonable.

10. **Indemnification/Liability Insurance**: Lessor, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Lessee or by others as a result of any condition (including existing or future defects in the premises), or occurrence whatsoever related in any way to Lessee's premises and the areas adjacent thereto or related in any way to Lessee's use or occupancy of the premises and areas adjacent thereto, so long as such injury or damage is not proximately caused or contributed to by action of the Lessor, its employees or agents. Lessee agrees to indemnify, defend and to hold and save the Lessor harmless from all liability or expense (including expense of litigation) in connection with any such items of actual or alleged injury or damage. In addition, Lessee shall, at its own expense, maintain proper liability insurance as set forth herein, to insure the Lessee and to indemnify the Lessor against such liability or expense. Lessee shall not be liable for and Lessor hereby agrees to indemnify, defend and hold harmless and release Lessee, its Board of Directors, officers, agents and employees from and against all liability or expense (including expense of litigation) in connection with a claim caused by the gross negligence or intentional misconduct of Lessor or its officers, agents, or employees.

11. **Entire Agreement**: This lease contains the entire agreement of the parties and no representations, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Neither this lease nor any provision hereof may be changed, waived, discharged or terminated orally but only by instrument in writing executed by Lessor and Lessee.

12. **Utilities and Services**: Lessee shall be liable for and shall pay for all utility services furnished to the premises, including but not limited to, electricity, water, sewer and garbage service, including any connection fees, and any fire protection, police protection, or emergency health services as furnished by local authorities and as may be the subject of a contract between the Lessor and such local authorities or as imposed by ordinance or statute.

13. **Waiver of Subrogation**: The Lessor and the Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance contracts, including any extended coverage endorsements thereto, provided, that this paragraph shall be inapplicable to the extent it would have the effect of invalidating the insurance coverage of the Lessor or Lessee.

14. **Inspection**: The Lessor or its authorized representatives reserves the right to inspect the premises at any and all reasonable times throughout the term of the lease, provided that it shall not interfere unduly with Lessee's operations. The right of inspection reserved to the Lessor hereunder shall impose no obligation on the Lessor to make inspections to ascertain the condition of the premises, and shall impose no liability upon the Lessor, for failure to make such inspections. The Lessor shall have the right to place and maintain "For Rent" signs in conspicuous places on the premises for a reasonable period of time prior to the expiration or sooner termination of the lease.

15. **Advances by City for Lessee**: If Lessee shall fail to do anything required to be done by it under the terms of the lease, except to pay rent, the Lessor after providing written notice and opportunity to cure pursuant to Paragraph 28, may at its sole option, do such act or thing instead of Lessee, and upon notification to Lessee of the cost thereof to the Lessor, Lessee shall promptly pay the Lessor the amount of that cost. However, if the Lessor shall pay any monies on Lessee's behalf, Lessee shall repay such monies.

16. **Termination by the City for Public Use:** In the event the Lessor shall require the use of the premises for public use in connection with the operation of the business of the Lessor, then this Lease may be terminated by Lessor by written notice delivered or mailed by the City to the Lessee six (6) months or more before the termination date specified in the notice, and damages to Lessee, if any, resulting therefrom to be determined by agreement between the parties hereto, otherwise by arbitration as herein provided. Damages or other compensation shall be determined in accordance with RCW 53.08.010 and Title 8 as appropriate and shall not exceed the unamortized portion of all construction and improvement costs previously incurred or contracted by the Lessee.

17. **Invalidity of Particular Provisions**: If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease or the application of such term or provision to such persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

18. **Waiver**: The acceptance of rental by Lessor for any period or periods after a default by Lessee hereunder shall not be deemed a waiver of such default unless the Lessor shall so intend and shall so advise Lessee in writing. No waiver by the Lessor of any default hereunder by Lessee shall be construed to be or function as a waiver or any subsequent default by Lessee.

19. **Non-Discrimination**: The Lessee covenants and agrees that in the performance of this lease agreement, the Lessee shall conduct its activities in a manner that will assure fair, equal and non-discriminatory treatment of all persons regardless of race, creed, sex, marital status or ethnic origin. The Lessee shall comply with all applicable federal, state and local laws, rules or regulations concerning hiring and employment and assuring the service of all patrons, customers, members or invitees, without discrimination as to any person's race, creed, sex, marital status or ethnic origin.

20. **Premises to be Clean**: Lessee shall at all times keep the premises, as well as any work areas, and other areas adjacent to the premises, neat, clean, in a safe and sanitary condition and free from infestation of pests. Lessee shall keep all areas in the vicinity of the premises free from the accumulation of disposable products and other litter generated by the operation of Lessee's business.

21. **Liens, Insolvency, Etc.**: The Lessee shall keep the leased premises (excluding improvements) free from any lien arising out of any work performed, materials furnished or obligations incurred by the Lessee. In the event the Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver or their liquidating officer be appointed for the business of the Lessee, then the Lessor may cancel this Lease at the Lessor's option.

22. **Notices**: Any notice required to be served in accordance with the terms of this lease or as required by law shall be sent by mail, the notice from the Lessee to the Lessor at its office at the City of Raymond, 230 Second Street, Raymond, WA 98577 and the notice from the Lessor to be sent to the Lessee at Connie Becerra and Kevin McCollum, Third Street Bakery & Bistro, Raymond, WA 98577

23. **Default**: Time is of the essence of this lease and if the Lessee shall fail to keep and perform any of the covenants or agreements herein contained and shall fail to remedy any such default thereof within 30-days, 10-days in the case of delinquent rent, after written notice thereof by Lessor to Lessee, (or if the default is of a character which cannot be remedied within 30-days after such notice, then if the Lessee shall fail to commence to remedy such default within such 30-days and thereafter proceed diligently and continuously to remedy such default), Lessor may at its option declare this Lease canceled and forfeited and the Lessee's right to possession ended and the Lessor may re-enter said premises with or without process of law and take possession thereof. The Lessor shall not be liable for any damage by reason of such re-entry or forfeiture. If upon such re-entry there remains any personal property of the Lessee or of any other person upon the leased premises, the Lessor may, but without the obligation to do so, sell the same as provided in paragraph entitled "Redelivery of Premises", remove said personal property and hold it for the owner thereof or may place the same in a public garage or warehouse, all at the expense and risk of the Owners thereof, and the Lessee shall reimburse the Lessor for any expense incurred by the Lessor in connection with such removal and storage. The Lessor shall have the right to sell such stored property, upon fifteen (15) days' written notice to the Lessee, after it has been stored for a period of 30-days or more, the proceeds of such sale to be applied first to the costs of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts, which may be then due from the Lessee to the Lessor, and the balance, if any, shall be paid to the Lessee. Notwithstanding any such re-entry, the liability of the Lessee for the full rental provided for herein, shall not be extinguished for the balance of the term of this Lease, and the Lessee shall make good to the Lessor any deficiency arising from a re-letting of the leased premises at a lesser rental than that herein before agreed upon. The Lessee shall pay such deficiency upon demand by the Lessor after the Lessor thereof ascertains the amount.

24. **Interest During Default**: All monthly payments under this lease are due on the first day of each month, and if not paid within ten (10) days of that date, all monthly payments and any other charges then due under this lease shall bear interest from the due date until paid, at the highest rate permissible under RCW 19.51.020, being the higher of 12% per annum or four (4) percentage points above the equivalent coupon

issue yield (as published by the Federal Reserve Bank of San Francisco at the average rate for twenty-six (26) week Treasury Bills as determined at the first bill market auction conducted during the preceding calendar month), or as said statute may be amended from time to time.

26. **Signs – Advertisements**: All signs or symbols posted or displayed on the leased premises by Lessee shall be subject to the prior approval of the Lessor or Lessor's agent, which shall not be unreasonably withheld.

If Lessee utilizes the name of the Lessor in any of its advertisements or publicity of any type, Lessor shall have the unilateral right to approve or disapprove of such use. If the City disapproves of such use, Lessee shall not so utilize the name of the Lessor.

27. **Nuisances**: Lessee further agrees that it will not cause or permit a public nuisance, as defined under local, state, or federal law, upon or at the leased premises.

28. **Assignment**: The covenants of this lease shall be binding upon the legal heirs, successors and assigns of any or all of the parties hereto.

29. **Expenses Due to Breach**: If, by reason of any default on the part of any party in the performance of any of the provisions of this lease, it becomes necessary for the non-defaulting party to incur any expense, or to employ an attorney, the defaulting party shall pay all costs, expenses (including collection agency charges) and attorneys' fees expended or incurred by the non-defaulting party in connection therewith.

30. **Guarantees**: The undersigned Guarantors hereby irrevocably guarantee the performance of all the terms and provisions of the foregoing lease by the Lessee therein named.

31. **Venue:** Lessor and Lessee consent to and agree that in the event any disputes or legal actions are commenced and litigated between Lessor and Lessee regarding the terms, conditions, rights, duties and obligations of the parties pursuant to the terms of this Lease, the Superior Court of Washington, County of Pacific shall have exclusive jurisdiction of such disputes and/or legal actions. The parties further agree that this Lease is entered into in Pacific County, Washington, the place where the premises are located. This Lease shall be construed and interpreted in accordance with the laws of the State of Washington.

32. **Amendment:** The terms of this Lease may be amended, revised, or supplemented by written mutual agreement of the parties.

Also, the Lessor and/or the Lessee may terminate this lease in whole by at least thirty (30) days written notice. This does not include Section #16

33. **Counterparts:** This Lease may be executed in any number of counterparts, each of which shall be a valid and binding original, but all of which together shall constitute the same instrument.

DATED this _____ day of _____, _____.

LESSOR:

CITY OF RAYMOND a
Municipal Corporation

_____
Mayor

LESSEE

_____

By: _____ (Title)

MEMORANDUM OF UNDERSTANDING
BETWEEN

The City of Raymond
(hereinafter referred to as "Raymond")
230 2nd Street,
Raymond, WA 98577

And
The City of South Bend
(hereinafter referred to as "South Bend")
1102 West First Street
South Bend, WA 98586

Collectively referred to as "Cities"

And

Harbor Association of Volunteers for Animals
(hereinafter referred to as "HAVA")
431 Second Street
Raymond, WA 98577

Recitals

South Bend and Raymond Police are often called on to address stray dogs in their respective cities. The Cities wish to have HAVA's assistance with impounding stray dogs that are picked up by City law enforcement. HAVA is willing to take on the housing of stray dogs, and has access to a barn adequate for their housing.

Agreement

1.The Cities agree to purchase kennels for holding stray dogs. The Cities agree that HAVA may use the kennels, but HAVA stipulates that the kennels will remain the property of the Cities, and shall not be sold.

2. The Cities agree to pay HAVA a flat fee of $500 per annum. This MOU shall be open for review annually after January 1st but before February 1st of each year.

3. HAVA shall carry liability insurance for housing the dogs.

4. HAVA agrees that they shall always provide an appropriate location for impounds.

Dee Roberts, President, HAVA Date

Julie Struck, City of South Bend Mayor Date

Dee Roberts, City of Raymond Mayor Date