



## **CITY COUNCIL AGENDA**

**Meeting:** Monday, May 16<sup>th</sup>, 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. **APPROVAL OF AGENDA, CONSENT AGENDA AND THE MINUTES OF MAY 2<sup>nd</sup>, 2022 COUNCIL MEETING**
4. **COMMUNICATIONS**
5. **ITEMS FROM THE PUBLIC**
  - a. **PAUL KARNATZ**
6. **RAYMOND THEATRE CONTRACT RENEWAL - *TABLED FROM THE MAY 2<sup>nd</sup>, 2022 MEETING***
7. **NW CARRIAGE MUSEUM CONTRACT RENEWAL-*TABLED FROM THE MAY 2<sup>nd</sup>, 2022 MEETING***
8. **DEPARTMENT HEAD REPORTS**
  - a. Fire Chief Bill Didion
  - b. Police Chief Chuck Spoor
  - c. Public Works Director Eric Weiberg
  - d. Clerk- Treasurer Kayla MacIntosh
9. **MAYOR COMMENTS**
10. **COUNCIL COMMENTS**
11. **EXECUTIVE SESSION- LABOR NEGOTIATIONS**
12. **ADJOURNMENT**

### **Next Regular Scheduled Council Meeting**

*MONDAY, MAY 16<sup>TH</sup>, 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.*



# City of Raymond

## WASHINGTON

### COUNCIL PROCEEDINGS

May 2<sup>nd</sup>, 2022

#### **CALL TO ORDER**

The council meeting was called to order at 6:00 p.m. by Mayor Dee Roberts. Members present:

Ryan Porter  
Karen Tully  
Chris Halpin- *Zoom*  
Tony Nordin- *Zoom*  
Steve Jones  
W. Ian Farrell  
Heidi Worlton

Bill Didion, Fire Chief  
Chuck Spoor, Police Chief – *Zoom*  
Eric Weiberg, Public Works Director  
Kayla MacIntosh, Clerk/Treasurer

#### **APPROVAL OF AGENDA, CONSENT AGENDA, & MINUTES**

Councilor Farrell moved to approve the amended agenda, consent agenda for tonight's meeting, as well as the minutes of April 18<sup>th</sup>, 2022. Motion carried. Motion passed unanimously.

<b>CLAIM No. 69873 THROUGH No. 69874</b>	<b>\$2,530.19</b>
<b>CLAIM No. 69898 THROUGH No. 69951</b>	<b>\$87,163.51</b>
<b>PAYROLL No. 69875 THROUGH No. 69897</b>	<b>\$146,258.37</b>
<b>(Direct Deposit included)</b>	

#### **COMMUNICATIONS**

There were none.

#### **ITEMS FROM THE PUBLIC**

- Citizen Barbara Hannah wanted to advise the council of what a great job the Theatre director has done with organizing 3 successful events.

#### **CITY REPORT ASSISTANCE:**

Mayor Roberts stated an email had been sent to council On April 25<sup>th</sup> regarding a few reports that had not been completed by the previous clerk/treasurer. The new clerk/ Treasurer has had 9 collective hours of training and is unable to complete the reports. Mayor Roberts has had experience in completing these reports and had advised she can and will complete them. Mayor Roberts asked council for a discussion to provide additional funds to complete these reports as this is out of the scope of work for the mayor. Councilor Porter and Councilor Farrell expressed concerns of a conflict of interest and suggested contracting someone to complete the reports. Mayor Roberts withdrew her request for additional compensation and no action was taken.

**HYPOCHLORITE SYSTEM FOR WATER PLANT:**

Eric Weiberg advised the information provided to council was outlined in the Water System Update Plan to update the gas chlorine system. This action is to hire a consultant to start the bidding processes for the project. Eric advised that this project is already budgeted for. Councilor Farrell commented that this project would be a good use of ARPA funds.

Councilor Worlton moved to sign the contract. Motion Carried. Motion. Motion passed unanimously.

**RAYMOND THEATRE LIGHTING PROPOSAL:**

Mayor Roberts advised this proposal was added to the packet for the council's review. Mayor Robert's wanted council's approval to submit. Council ok'd submittal. Proposal will be sent out next week to those who have already submitted a bid, and potentially to the public as well.

**RAYMOND THEATRE CONTRACT RENEWAL:**

Mayor Roberts requested a motion for this item to be tabled for next council meeting as she was unable to complete this item. Councilor Jones moved to table item until May 16<sup>th</sup> meeting. Motion carried. Motion passed unanimously.

**NW CARRIAGE MUSEUM CONTRACT RENEWAL:**

Mayor Roberts requested a motion for this item to be tabled for next council meeting as she was unable to complete this item. Councilor Jones moved to table item until May 16<sup>th</sup> meeting. Motion carried. Motion passed unanimously.

**DEPARTMENT HEAD REPORTS:**

**Fire Chief Bill Didion -**

Chief Didion advised there will be 5 volunteers graduating from the local Fire Academy this month, which he is very proud of. He advised testing will be held in early June and hoping for good hires. He is looking to fill two positions.

**Chief of Police Chuck Spoor:**

Police Chief Spoor advised testing will be held at the end of May for both entry level and lateral Police officer. He stated its tough market but is hopeful for some good candidates. He is looking to fill 1 position.

**Public Works Director Eric Weiberg -**

Eric Weiberg advised the city crew has replaced the faded signs and looks much nicer. Parks help will be starting soon and hoping to keep that person on for about 4 months. He also advised that the hood vent at the restaurant is still out so the restaurant is very limited on what they can offer. A replacement is in the works but will take about a month to complete.

**Clerk / Treasurer Kayla MacIntosh-**

Kayla advised that she has been working with the county to get the Civil Service Testing for both police and fire underway. Advertisement has been running in all local newspapers and she has received a few applications for both departments. She also advised that an update needs to be made to the CBDG HUD Community Development Grant Account through Security State Bank. They are requiring 2 signers be added to the account. Kayla requested the prior signers, Gretchen Sagen and Hester Gillied, be removed and she and Debra Pearson be added as the new signers.

Councilor Porter moved to add Kayla MacIntosh and Debra Pearson to the CBDH HUD Community Development Grant Account. Motion Carried. Motion passed unanimously.

**MAYOR'S COMMENTS**

None

**COUNCIL COMMENTS**

Councilor Farrell advised Public Work's director, Eric Weiberg, the bark at LV Raymond Park was getting too low exposing the concrete and could be a potential safety hazard.

Council Farrell also advised council he would like to plan to start working on an ordinance for food trucks in the city.

**ADJOURNMENT**

The meeting was adjourned by motion of Council Member Jones at 6:35 p.m. Motion carried. Motion passed unanimously.

ATTEST:

\_\_\_\_\_  
Kayla MacIntosh, Clerk/Treasurer

\_\_\_\_\_  
Dee Roberts, Mayor

CITY OF RAYMOND  
PERSONAL SERVICES CONTRACT  
JEFF KARNATZ  
IN RE: THE RAYMOND THEATER

THIS AGREEMENT is made and entered into this first day of January 2022 by and between the CITY OF RAYMOND, a Washington Municipal Corporation, hereinafter referred to as the "CITY", and Jeff Karnatz, hereinafter referred to as the "MANAGER".

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below to operate and manage the Raymond Theater; and

WHEREAS, the MANAGER represents that she is qualified and possesses sufficient skills and the necessary capabilities to perform the services and/or tasks set forth in this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

**1. SCOPE OF SERVICES AND TERM OF AGREEMENT**

The MANAGER shall perform such services and accomplish such tasks as deemed necessary by the Mayor as well as those that are identified and designated as MANAGER responsibilities throughout this Agreement and as detailed in **Exhibit A** attached hereto and incorporated herein. This Agreement shall be for the term of ~~JANUARY 1, 2022 through MARCH 31, 2022.~~ *April 1, 2022 - March 31, 2023 (Proposed)*

**2. COMPENSATION AND METHOD OF PAYMENT**

Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY. No payment shall be made for any service rendered by the MANAGER except for services identified and set forth in this Agreement.

The CITY shall pay a total of ~~\$1,500.00~~ *2100.00 (Proposed)* per month to the MANAGER for work performed under this Agreement. Payment for services is the 2<sup>nd</sup> of every month.

**3. RECORDS, REPORTS AND INSPECTIONS**

The MANAGER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect transactions, related to the performance of this

Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all transactions pursuant to this Agreement.

The MANAGER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

The MANAGER shall at any time during normal business hours make available for examination all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement.

#### **4. INDEPENDENT CONTRACTOR RELATIONSHIP**

The parties intend that an independent MANAGER/CITY relationship will be created by this Agreement. The City is interested primarily in the results to be achieved. Subject to paragraphs herein, the implementation of services will lie solely with the discretion of the MANAGER. The MANAGER shall not be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the MANAGER is not entitled to any of the benefits the CITY provides for its employees. The MANAGER will be solely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

In the performance of the services herein contemplated, the MANAGER is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

#### **5. HOLD HARMLESS/INDEMNIFICATION**

The MANAGER shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the MANAGER in performance of this Agreement, except for injuries and damages caused by intentional acts of the CITY. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

#### **6. OTHER PROVISIONS**

**Assets:** Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the MANAGER pursuant to this Agreement.

**Compliance with Laws:** The MANAGER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances. The CITY is an

equal opportunity employer. The MANAGER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap.

**Assignment:** The MANAGER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the MANAGER not less than fifteen (15) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

**Changes:** Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

**Notice:** Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

## **7. TERMINATION**

If the MANAGER fails to perform in the manner called for in this Agreement, or if the MANAGER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be affected by providing a notice of termination on the MANAGER setting forth the way the MANAGER is in default as provided under "Notice" above. The MANAGER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

## **8. ATTORNEYS FEES, COSTS, JURISDICTION AND VENUE**

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

## **9. SEVERABILITY**

If for any reason any part term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the provisions held to be invalid.

When the management and/or ownership of the Raymond Theatre is transferred to another entity, this contract shall be null and void within 15 days and it shall be the responsibility of the new ownership entity to arrange management of the Raymond Theatre.

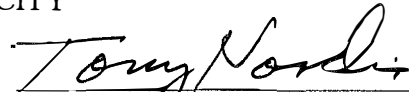
If it should appear that any provision hereof conflicts with any constitutional or statutory provision of the State of Washington or the United States, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such constitutional or statutory provisions.

#### **10. ENTIRE AGREEMENT**

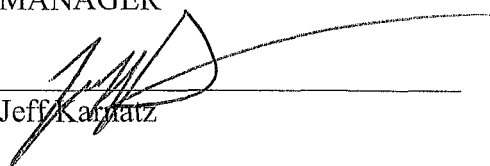
The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in day and year first hereinabove written.

CITY

  
\_\_\_\_\_  
Tony Nordin, Mayor

MANAGER

  
\_\_\_\_\_  
Jeff Katz

ATTEST:

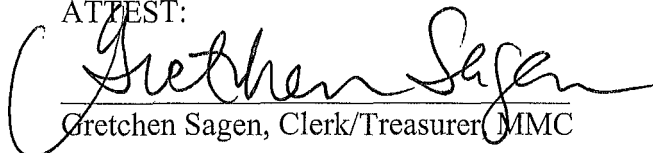
  
\_\_\_\_\_  
Gretchen Sagen, Clerk/Treasurer MMC



EXHIBIT A  
MANAGER RESPONSIBILITIES  
RAYMOND THEATER COMPLEX

The following duties and responsibilities are not meant to be an exact list of all duties and responsibilities necessary to operate and manage the theater, but it is intended to provide examples of what is expected:

Research, schedule, order, receive, and return movies

File paperwork and other office duties, including timecards for part time City employees and processing invoices for operational expenditures

Inventory and order concessions

Schedule live events, including contracting and theater set up

Advertisement for all events at the Theater

Clean Theater and bathrooms before and after use

Work during showings (set up concessions and cash drawer, stock, clean, ticket and concession sales, deposit, fax box office report, clean and lock up Theater)

Live Events: set up Theater, including sound system and lighting as needed, set up dressing room and work concessions as needed

Schedule and supervise part time employees of the City hired to assist with Theater operations.

Schedule and supervise volunteers for the Theater, including putting together and taking apart movies, projector maintenance, and general maintenance.

Rent Apartment out upstairs

Lease Community Center Kitchen

## **Amendment to the Lease Between the City of Raymond & the Northwest Carriage Museum**

The City of Raymond and the Northwest Carriage Museum entered into a Lease Agreement ("Agreement") on September 3, 2002. This Amendment intends to modify Section 5 (Term) and Section II (E) under Exhibit A (electricity obligation). This Agreement may be modified as permitted as stated in Section V, Exhibit A.

The Agreement is hereby amended AS FOLLOWS:

Section 5: Term. The term of this Lease shall be for forty (40) years, to commence on July 1, 2002 and end on June 30, 2042, inclusive. Any extensions of this Lease must be in writing, signed by all parties.

If the Lessee has fully complied with all of the terms and conditions of this Lease then – at its request – the Lessor shall grant to Lessee an option to renew this Lease for additional period of ten years, commencing July 1, 2042 and terminating on June 30, 2052. In order to exercise this option, the Lessee must notify the Lessor in writing of its desire to exercise this option no later than May 1, 2042. If the Lessee fails to give the required notice and such failure results in prejudice to the Lessor, then Lessee's option shall be null and void. The Lessor shall not be required to issue any reminders to the Lessee with regard to the above notice. All terms and conditions of the renewed Lease shall be the same as in this Lease or any Amendments to this Lease enforceable at the time of expiration of Lease.

Exhibit A: Section II: (E): The City shall furnish water, sewer, and garbage utilities to the Museum. The Museum shall be responsible for any electricity costs.

CITY OF RAYMOND

NORTHWEST CARRIAGE MUSEUM

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Laurie Bowman

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
William Penoyar, Attorney  
City of Raymond

**Proposed by NWCM**

## LEASE

THIS LEASE dated the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Raymond, a municipal Corporation of the State of Washington, hereinafter referred to as the “Lessor”, and Northwest Carriage Museum, a Washington nonprofit corporation, hereinafter referred to as the “Lessee”.

WITNESSETH:

**1. Description of Leased Premises.** The Lessor does hereby lease to the Lessee and the Lessee does hereby lease from the Lessor the real property and improvements situated in Pacific County, Washington, having a common street address of 314 Alder Street, Raymond, Washington and legally described as *Railroad Block Number 2* (formally known as **Exhibit B**).

**2. Purposes – Improvements.** The premises are to be used for the purposes of a public museum and learning center. Permitted uses will also include occasional social events such as fundraisers or wedding receptions. Pursuant to said purposes, the Lessee agrees to maintain and operate all said facilities in a manner which meets the requirements of this Lease and to indemnify and hold harmless Lessor with respect to such activities. **(See 9. Indemnification/Liability Insurance)** 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 Lessor. Any construction or alterations other than ordinary maintenance and repair of the improvements located upon said land to be accomplished by the Lessee must receive written approval of the City Council, prior to the commencement thereof, and Lessee agrees to submit detailed plans and specifications to Lessor for consideration in connection with such approval. All work shall be in accordance with applicable codes and regulations.

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. At the termination date of the Lease, all improvements (excluding personal property and non-fixtures) shall become the property of the Lessor, unless within 60 days after termination of the lease, Lessor makes written demand upon Lessee to remove all or a specified portion of said improvements. 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 improvement, not specified for removal by Lessor, shall be and become the property of Lessor at the date of termination of the Lease. It's understood that the Lessee will be installing furniture and equipment during its operation of the museum and that these assets and any other non-fixtures installed by Lessee shall remain the property of the Lessee upon termination of the Lease.

**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”. As used herein, “premises” means the premises and improvements thereto now existing, and all structures and permanent improvements added to the premises hereinafter except as identified in **Exhibit A (Attached)**.

**4. Rental.** The Lessee covenants and agrees to pay the Lessor as rental for said land the sum of zero dollars (\$0) per month. The parties agree that their mutual promises herein as well as their compliance with the terms and conditions of the Gift Agreement between Lessor and Lessee for the transfer of the

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claim caused by the gross negligence or intentional misconduct of Lessor or its officers, agents, or employees

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 \$2,000,000.00 property damage and bodily injury single limit per occurrence and \$4,000,000.00 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. 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.

**11. Inspection.** The Lessor or its authorized representatives reserves the right to inspect the premises at all reasonable times throughout the term of this Lease, if it shall not interfere unduly with Lessee's operations.

**12. 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.

**13. 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, martial status or ethnic origin.

**14. Premises to Be Clean.** Lessee shall always 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 and the Building free from the accumulation of disposable products and other litter generated by the operation of Lessee's business.

**15. Subletting or Assignment.** The Lessee shall not, without the written consent of the Lessor, which will not be unreasonably withheld, let or sublet the whole or any part of these premises or assign this Lease.

**16. Termination/Default.** If the Lessee violate or defaults in any of the covenants and agreements herein contained, then the Lessor may cancel this Lease upon giving 60 days' notice. If a sublease is approved, the Lessee shall be responsible to the Lessor for any activities of the sublessee.

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

**18. Expenses Due to Breach.** If, by reason or 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 attorney's fees expended or incurred by the non-defaulting party in connection therewith.

**19. Special Conditions.** Special Conditions to this Lease are attached as **Exhibit A**. The Special Conditions if in conflict with other contract requirements shall take precedence.

**CITY OF RAYMOND**

**NORTHWEST CARRIAGE MUSEUM**

\_\_\_\_\_  
Mayor, City of Raymond

\_\_\_\_\_  
Director, NWCM

\_\_\_\_\_  
Councilor, City of Raymond

\_\_\_\_\_  
Councilor, City of Raymond

## EXHIBIT A

Special Conditions for Lease of Northwest Carriage Museum  
Between  
City of Raymond and Northwest Carriage Museum

### I. PURPOSE:

The purpose of these special conditions is to set forth the terms and conditions under which the City agrees to lease the Northwest Carriage Museum (NWCM) building, for the operation of a public museum and learning center.

### II. CITY RESPONSIBILITIES:

The city agrees to provide NWCM with the following:

- A. The City will maintain ownership of the NWCM building for a minimum of twenty years, the duration of this contract
- B. The City will be responsible for the lease of the property on which the NWCM building is located from the State Parks and Recreation Commission.
- C. The city will allow the museum to display the carriages donated to the City by Mr. and Mrs. Gary Dennis. **Exhibit D**
- D. The City will be responsible for the maintenance of the exterior of the building including windows, doors, roof, and exterior finishes and shall further maintain, repair, and replace as necessary all plumbing, wiring and HVAC components.
- E. The city will furnish water, sewer, and garbage utilities. The city will also pay for the electricity and/or propane for the public museum space up to \$6,000 per year for the initial two-years of the term. Upon the expiration of the second year of the term and every second year of the lease thereafter the parties shall mutually agree upon the electricity and/or propane allowance. If the parties cannot agree upon the allowance, then it shall be established by arbitration pursuant to the Washington Mandatory Arbitration Rule. The allowance adopted shall be effective retroactive to July 1 of the year in which the adjustment is required by this lease. ***Addendum to Special Conditions for Lease of NWCM (Exhibit A) Effective 5/1/2016. Special Conditions for Lease of Northwest Carriage Museum Between City of Raymond and Northwest Carriage Museum is hereby amended to provide that the Northwest Carriage Museum shall be responsible for 100% of its annual electric bill, up to \$3,000 per year. This addendum is only effective for the period of May 1, 2016, through April 30, 2018. At the termination of the two-year period, the terms shall revert to the original lease, and the parties agree to participate in good faith discussions regarding further electric bill responsibilities pursuant to the original lease. Addendum to Special Conditions for Lease of NWCM (Exhibit A) Effective 10/31/2018. The Northwest Carriage Museum shall be responsible for 100% of its electric bill for as long as any lease exists between the city and museum. This responsibility is made in consideration of the transfer of all carriages from the city to the museum as set forth in Section 4 in the Lease Agreement. This term shall not be subject to negotiation again unless both parties give consent.***

- F. The city will provide an appropriate building containing a minimum of 6,000 square feet within the museum building for museum and museum support. There will be no lease charges during the initial twenty-year term.
- G. The City will maintain general liability insurance on the building, all contents owned by the city including the donated carriages and claims arising out of the operation of the museum.
- H. The city will continue to seek grant funding for building renovations, interpretive displays, and other related programs to include museum staffing. The city will be responsible for highway signs directing traffic to the museum.
- I. The city will provide promotional museum signage on the three (3) highways leading into Raymond as allowed by the Washington State Department of Transportation.
- J. The city will provide adequate parking for the facility adjacent to the museum. The parties understand that the parking will be shared among other users such as Farmer's Market and Maritime Museum. The city will be responsible for all signage, striping, and other costs of maintaining and repairing the parking area. The city shall be solely liable for claims arising out of the use of the parking area except claims which are the result of the sole negligence of the museum.

### III. NORTHWEST CARRIAGE MUSEUM RESPONSIBILITY:

Northwest Carriage Museum agrees to utilize the spaces furnished by the city in the museum building under the following conditions:

- A. NWCM will create museum exhibits and an interactive learning center to include emphasis on carriage history, local history and culture and the interpretation of the carriage transportation system. A portion of the museum floor space will be devoted to interpretation of the carriages for learning purposes.
- B. The building spaces will be utilized as shown in the floor plan included in **Exhibit C**.
- C. NWCM will be responsible for the operation, including staffing, maintenance, and promotion of the museum (except for highway signage). NWCM will also be responsible for museum security and for the maintenance and preservation of the carriages.
- D. NWCM will be responsible for telephone and the electric utility above the cap listed in paragraph II.D.
- E. NWCM will maintain the non-profit, tax-exempt status of the museum.
- F. The museum will be open at least 1,040 hours per year with seasonal adjustments for higher use months to be considered. The museum is authorized to charge reasonable admission fees to offset documented operating expenses and to fund anticipated capital improvements; provided,

such fees be jointly approved by the city and the museum. If parties cannot agree on a reasonable admission fee, then such fee shall be established by arbitration pursuant to the mandatory arbitration rules as established by State Law and Local Court Rule.

- G. The NWCM Board of Directors will include one or more council members who will act as liaisons between the city and the museum.
- H. The NWCM will maintain general liability insurance naming the city as an additional insured for all bodily injury and property damage claims occurring on or about the premises except such claims as may be the result of the negligence of the city.
- I. The NWCM will submit written annual reports to the city council summarizing expenses, revenues, activities, events, and staffing.
- J. The NWCM will be responsible for storing the carriages not on display in the museum. The storage shall provide adequate protection to preserve the carriages in their current condition.

**IV. TERM:**

Special Conditions for Lease of NWCM (**Exhibit A**) will be in effect for an initial term of twenty (20) years and thereafter subject to extension pursuant to renewal rights granted in the Lease.

**V. SPECIAL CONDITIONS FOR LEASE OF NWCM (EXHIBIT A) AMENDMENT:**

Special Conditions for Lease of NWCM (Exhibit A) may be amended upon written approval by both parties.

**VI. NAME:**

It is agreed that the waterfront project and museum will be jointly referred to as the Northwest Carriage Museum (NWCM).

**SPECIAL CONDITIONS APPROVAL:**

**CITY OF RAYMOND**

**NORTHWEST CARRIAGE MUSEUM**

\_\_\_\_\_  
Mayor, City of Raymond

\_\_\_\_\_  
Director, NWCM

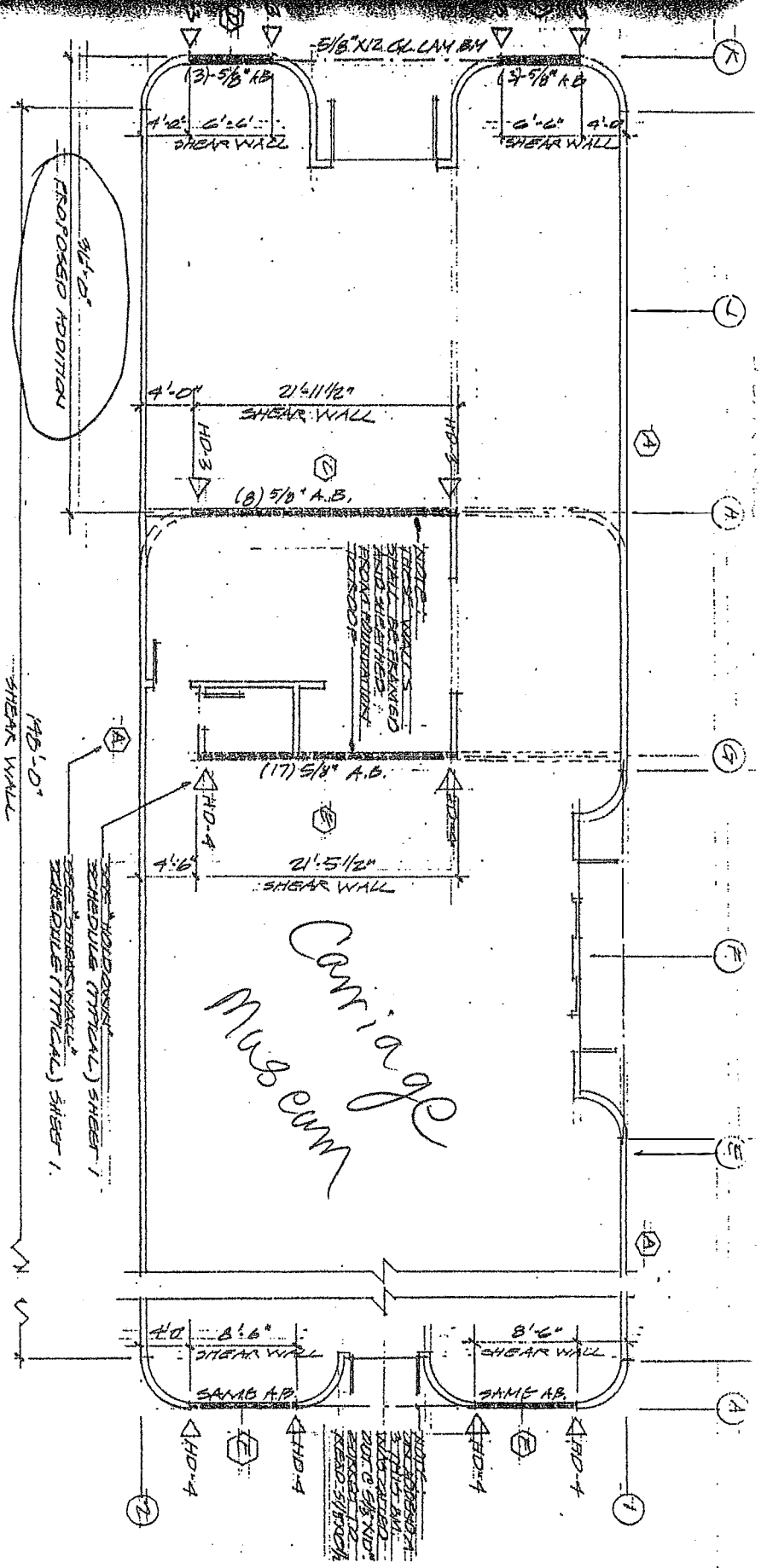
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Councilor, City of Raymond

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Councilor, City of Raymond



**EXHIBIT C**  
**Floor Plan**

PROPOSED PLAN SHOWING SHEAR WALLS  
 DATE 10-21-02  
 PROPOSED ADDITION TO N.W. C.M.  
 RAYMOND, WASHINGTON



**EXHIBIT D**  
Gift Letter

11 a 29

To: City of Raymond  
Re: Gifting of Carriages  
From: Gary and Cecelia Dennis

Date: April 24, 2000

On this date, we have gifted to the City of Raymond our restored antique carriage collection for the purpose of a museum being established to view these.

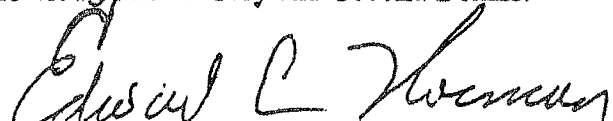
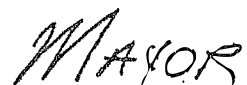
It is our intention that these carriages be used for the purpose of a museum only.

We would specify that if a museum should be established and at a later date closed, the City would return this collection to the Dennis family. If the City is unable to build a museum because of financial needs or other reasons, the carriage collection is to be returned. If Gary and/or Cecelia Dennis should still be living, they would be returned to them. In the event of death of both individuals, the carriage collection should be returned to Randy and Brent Dennis.

Signed:

		
<hr/> Gary Dennis	<hr/> Cecelia Dennis	<hr/> Date

Please acknowledge that these conditions are approved and return a copy of this acknowledgment to Gary and Cecelia Dennis.

	
<hr/> Signature and title	

~~11 a 29~~