



City of Raymond

WASHINGTON

CITY COUNCIL AGENDA

Meeting: Monday, June 6th, 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 16th, 2022 COUNCIL MEETING**
4. **COMMUNICATIONS**
 - a. **Letter from citizen Butch Betrozoff**
5. **ITEMS FROM THE PUBLIC**
6. **ALDER & CO. LEASE AGREEMENT REVIEW**
7. **DEPARTMENT OF COMMERCE CHIP FUNDING- *Action Item***
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, JUNE 6TH, 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.



RAYMOND CITY COUNCIL MEETING

June 6TH, 2022

CONSENT AGENDA

1. APPROVAL OF CLAIMS & PAYROLL

**CLAIMS #70048 THROUGH #70053 &
#70071 THROUGH #70126**

\$162,187.56

PAYROLL #70054 THROUGH #70070

\$172,390.50

(Direct Deposit included)



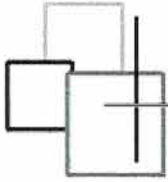
A/P Check Register

Fiscal : 2022
 Period : 2022 - JUNE, 2022 - MAY
 Council Date : 2022 - JUNE - 1st Council, 2022 - MAY - Hand Pays

Number	Vendor Name	Account Description	Amount	Description
70048	CUSTOM CAGE	Operating Supplies	\$1,025.00	POLICE CAR PARTITION
70049	Sagen, Gretchen	Professional Services	\$1,247.00	21.5 HOURS (INCLUDING PHONE CALLS)
70050	WA ST Dept of Commerce	All Debt Interest	\$7,470.76	
		PWTF Regional Design	\$53,362.58	
		Check Total:	\$60,833.34	WWTP LOAN PAYMENT
70052	TRAILER BOSS	Small Tools & Equipment	\$3,057.60	UTILITY TRAILER
70053	U.S. Postal Service	Communications	\$643.50	BULK MAILING - ANN WATER REPORT
70071	KARNATZ, JEFF	Professional Services	\$1,500.00	THEATER MANAGER
70072	MACINTOSH, KAYLA	Training	\$362.32	TRAINING PER DIEM
70073	Penoyar, Joel	City Attorney	\$1,000.00	CITY ATTORNEY
70074	Terex USA, LLC	Repair & Maintenance	\$2,191.92	
		Repairs & Maintenance	\$2,191.93	
		Check Total:	\$4,383.85	BUCKET TRUCK REPAIRS
70075	MACINTOSH, KAYLA	Supplies	\$290.12	REIMB - PRINTER INK, KEYBOARD RISER
70076	911 SUPPLY	Operating Supplies	\$630.39	POLICE HATS/PATCHES
70077	ABERDEEN O. E.	Small Tools & Equipment	\$524.29	WWTP COPY MACHINE
70078	ABILITY NETWORK INC.	Professional Services	\$164.47	AMB -MEDICARE CLAIMS
70079	Advanced Analytical Solutions, LLC	Lab Tests	\$191.76	
		Outside Lab Services	\$1,085.10	
		Check Total:	\$1,276.86	WWTP/WTP LAB TESTING
70080	Airgas USA, LLC	Operating Supplies	\$44.05	AMB-OXYGEN
70081	BARNHART HOME CLEANING	Prof Services (Janitor)	\$1,320.00	LIBRARY JANITOR
70082	Borden's Auto Parts	Distribution Supplies	\$186.09	
		Operating Supplies	\$972.32	
		Repair & Maintenance	\$10.58	
		Check Total:	\$1,168.99	ALL DEPT - OPERATING SUPPLIES
70083	CenturyLink	Communications	\$95.47	WWTP - INTERNET/PHONES
70084	CH2M Hill, Inc.	Miscellaneous-Tank Rehab Pending Loan Approval	\$9,128.48	WATER TANK REHAB ENGINEERING
70085	Coast Controls & Automation, Inc.	Instrument Services	\$770.06	WWTP - INSTRUMENT REPAIR
70086	COMCAST	Communications	\$388.67	CITY PHONES
70087	COMCAST	Communications	\$696.26	CITY INTERNET
70088	CREATECH LLC	Professional Services	\$135.00	IT SUPPORT
70089	Culligan	Operating Leases/Rentals	\$2.88	
		Operating Rentals & Leases	\$2.88	
		Operating Rentals/Leases	\$2.89	
		Check Total:	\$8.65	CITY HALL WATER
70090	Day Wireless Systems	Professional Services	\$582.12	POLICE RADIOS

70091	Dennis Company	Distribution Supplies	\$235.81	
		Facility Supplies	\$57.20	
		Operating Supplies	\$1,053.83	
		Small Tools & Equipment	\$584.69	
		Check Total:	\$1,931.53	ALL DEPT - OPERATING SUPPLIES
70092	Fastenal	Operating Supplies	\$357.64	WWTP - OPERATING SUPPLY
70093	FOOD SERVICE EQUIPMENT	Repairs & Maintenance	\$618.11	COMM. CENTER - GAS RANGE REPAIR
70094	FREIGHTLINER NORTHWEST OF OLYMPIA	Operating Supplies	\$171.36	GARBAGE TRUCK - SUPPLY
70095	G.H. EMS	Professional Services	\$22.00	FIRST AID CARDS
70096	Grays Harbor County	Lab Tests	\$356.00	WATER TESTS
70097	H.D. Fowler Co.	Distribution Supplies	\$3,144.96	
		Operating Supplies	\$850.51	
		Check Total:	\$3,995.47	WATER METER/SEWER GASKETS
70098	HEALTH CARE AUTHORITY	Professional Services	\$2,409.64	AMB - GEMT FUNDS DUE
70099	Henry Schein, Inc.	Operating Supplies	\$1,061.92	AMB - MEDICAL SUPPLIES
70100	K & L Supply Inc.	Operating Supplies	\$2,266.86	WWTP - OPERATING SUPPLY
70101	LIGHTFORCE USA, INC.	Small Tools & Equipment	\$1,716.00	POLICE - MOUNTS/OPTICS
70102	Lochner	2021 Rehab Overlay Fowler/Ocean	\$10,976.02	WILLAPA PLACE OVERLAY PROJECT
70103	Maneman Electric	Professional Services	\$322.69	WWTP - LABOR
70104	O P TACTICAL	Small Tools & Equipment	\$3,823.80	POLICE - BOLSITIC HELMETS/TACTICAL
70105	Pearson, Scott	Miscellaneous	\$10.80	
		Miscellaneous (Dues, Fees etc)	\$3.60	
		Other Miscellaneous	\$3.60	
		Check Total:	\$18.00	PER DIEM - UTILITY TRAILER PICKUP
70106	PUD #2 of Pac. County	Utility Services	\$76.14	THEATER APT UTILITIES
70107	Quill Corporation	Office Supplies	\$60.51	
		Operating Supplies	\$30.25	
		Supplies	\$74.23	
		Check Total:	\$164.99	OFFICE SUPPLIES
70108	Raymond City Treasurer	Customer Deposits Refunded	\$575.00	UTILITY CUSTOMER DEPOSITS
70109	Raymond City Water Clerk	Carriage Utilities	\$142.68	
		City Utility Billings	\$170.26	
		Pool Utilities	\$0.00	
		Public Market Utilities	\$8.07	
		Public Utilities	\$168.73	
		Public Utility Service	\$551.75	
		Seaport Utilities	\$142.68	
		Utilities	\$2,851.38	
		Utility Services	\$113.51	
		Visitor Center Utilities	\$162.21	
		Check Total:	\$4,311.27	W/S/G BILLS
70110	Raymond Furniture	Repairs & Maintenance	\$996.03	COMM. CENTER - DISHWASHER
70111	Ricoh USA, Inc	Operating Rentals/leases	\$181.00	POLICE - COPY MACHINE LEASE
70112	Royal Heights Transfer	Biosolids Disposal	\$700.00	
		Lease Rental - Landfill	\$20,312.63	
		Check Total:	\$21,012.63	GARBAGE FEES/BIOSOLIDS
70113	Sea-Western Inc.	Fire Dept Equipment	\$5,102.32	AMB/FIRE - LOCKERS
70114	South Bend Pharmacy	Communications	\$32.36	WATER SAMPLE SHIPPING COSTS
70115	STIGALL, BRITANY	Training	\$229.00	AIRPORT PARKING/BAGGAGE FEES

70116	SWANK MOTION PICTURES, INC.	Operating Rentals (Movies)	\$800.00	
70117	SWARTZ, MASON	Training	\$412.15	MOVIES
70118	U.S. Cellular	Communications	\$222.97	PER DIEM/GAS FOR TRAINING
70119	UniFirst	Laundry	\$804.42	FIRE/PW CELL PHONES
		Laundry Service	\$595.83	
		Misc (Dues, Registrations etc)	\$165.89	
		Miscellaneous	\$92.29	
		Check Total:	\$1,658.43	UNIFORM LAUNDRY
70120	USA Blue Book	Lab Supplies	\$632.62	
		Operating Supplies	\$470.82	
		Check Total:	\$1,103.44	WWTP - CHEMICAL SUPPLIES
70121	Verizon Wireless	Communications	\$975.84	POLICE/AMB LAPTOPS/CELLPHONES
70122	WA ST Department of Licensng	CPL - State Fee	\$129.00	CPL FEES
70123	WEIBERG, ERIC	Miscellaneous	\$33.30	
		Miscellaneous (Dues, Fees etc)	\$11.10	
		Other Miscellaneous	\$11.10	
		Check Total:	\$55.50	PER DIEM - BUCKET TRUCK PICKUP
70124	Willapa Harbor Hospital	Operating Supplies	\$706.55	AMB - MED SUPPLIES (BLANKETS)
70125	Willapa Printing	Professional Services	\$619.41	WATER REPORT COPIES
70126	WVHS METAL SHOP	Distribution Supplies	\$93.75	
		Facility Supplies	\$187.50	
		Operating Supplies	\$1,031.25	
		Supplies	\$187.50	
		Check Total:	\$1,500.00	PARK/FACILITY SIGNS
	Grand Total		\$162,187.56	
	Total Accounts Payable for Checks #70048 Through #70126			



Register

Number	Name	Fiscal Description	Cleared	Amount
<u>70054</u>	Boggs, Arlie H.	2022 - MAY - 2nd Council		\$2,471.64
<u>70055</u>	Castro, Yamilie K	2022 - MAY - 2nd Council		\$207.79
<u>70056</u>	Clements, Hunter L	2022 - MAY - 2nd Council		\$198.55
<u>70057</u>	Nichols, Lindsey N	2022 - MAY - 2nd Council		\$1,204.86
<u>70058</u>	Nordin, Douglas A.	2022 - MAY - 2nd Council		\$227.14
<u>70059</u>	Payroll Vendor	2022 - MAY - 2nd Council		\$0.00
<u>70060</u>	Sanchez, Alfonso J	2022 - MAY - 2nd Council		\$286.28
<u>70061</u>	Ristow, Micah D.	2022 - MAY - 2nd Council		\$2,732.16
<u>70062</u>	AFLAC Remittance Processing	2022 - MAY - 2nd Council		\$566.48
<u>70063</u>	I.A.F.F. (GNWFCU)	2022 - MAY - 2nd Council		\$437.20
<u>70064</u>	NORTHWEST FIRE FIGHTERS TRUST	2022 - MAY - 2nd Council		\$105.59
<u>70065</u>	OREGON DEPT. OF JUSTICE	2022 - MAY - 2nd Council		\$339.00
<u>70066</u>	TEAMSTERS Local #252	2022 - MAY - 2nd Council		\$226.50
<u>70067</u>	THORBECKES FITNESS	2022 - MAY - 2nd Council		\$190.06
<u>70068</u>	WSCCCE	2022 - MAY - 2nd Council		\$421.40
<u>70069</u>	WSCFF Emp Benefit Trust/MERP	2022 - MAY - 2nd Council		\$500.00
<u>70070</u>	WSCFF/DiMartino Associate	2022 - MAY - 2nd Council		\$264.31
<u>2nd Payroll May 2022</u>	Payroll Vendor	2022 - MAY - 2nd Council		\$92,863.78
<u>City of Raymond Taxes- EFT- May Payroll 2022</u>	Raymond City Treasurer- Taxes	2022 - MAY - 2nd Council		\$39,670.66
<u>DRS-EFT-May 2022 Payroll</u>	Dept of Retirement Systems	2022 - MAY - 2nd Council		\$19,768.73
<u>ESD-EFT-May 2022</u>	Employment Security Dept	2022 - MAY - 2nd Council		\$284.74
<u>L&I-EFT-May 2022 Payroll</u>	Dept of Labor & Industry	2022 - MAY - 2nd Council		\$4,301.00
<u>Nationwide-EFT- May Payroll 2022</u>	Nationwide Retirement Solutions	2022 - MAY - 2nd Council		\$300.00
<u>PFMLA-EFT- May Payroll 2022</u>	Employment Security Dept (PFMLA)	2022 - MAY - 2nd Council		\$637.63
<u>WA State Division of Child Support</u>	Washington State Support Registry	2022 - MAY - 2nd Council		\$150.00
<u>WA. State Deferred Comp-WA EFT-May 2022 Payroll</u>	St Treasurer - Def Comp	2022 - MAY - 2nd Council		\$4,035.00
				\$172,390.50



City of Raymond

WASHINGTON

COUNCIL PROCEEDINGS

May 16th, 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
Tony Nordin
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 Porter moved to approve the amended agenda, consent agenda for tonight's meeting, as well as the minutes of May 2nd, 2022. Motion carried. Motion passed unanimously.

CLAIM No. 69952, No.69977 THROUGH No. 69872	\$187,241.68
PAYROLL No. 69955 THROUGH No. 69975	\$199,398.97
(Direct Deposit included)	

COMMUNICATIONS

There were none.

ITEMS FROM THE PUBLIC

- Citizens Paul Karnatz and Jessica Porter representing Teen Advocacy Coalition and Pacific County Voices Uniting, respectively, advised they were seeking council's support to host a Pride event at Riverfront Park with a tentative date of June 25th. Council advised their support so long as all the property paperwork was completed with the City's Public Works Department.
- Citizen Jeff Karnatz representing Alder & Co. proposed partnering with the city to install electric car charging stations in the parking lot of Alder & Co. Mayor De asked that Jeff reach out to her directly for further discussion.
- Citizen Leon Harder representing the WHBA advised the association was seeking support from the council in plans to build a sports complex on Anderson Field. The Association requested a letter of recommendation and even a photo of the mayor and council with the youth athletes to submit for grant funding.

RAYMOND THEATRE CONTRACT RENEWAL:

Mayor Roberts advised that a copy of the proposed contract had been provided to council prior to the meeting. Councilor Farrell motioned to approve the contract. Motion carried. Motion passed unanimously.

NW CARRIAGE MUSEUM CONTRACT RENEWAL:

Mayor Roberts advised a copy of the proposed contract had been provided to council prior to the meeting but there were some additional documents that had not made it into the packet. She also advised that due to the length of the lease, there had been several addendums. In the new proposed lease, she incorporated the addendums. The NWCM would like to extend their lease another 20 years. Councilor Porter suggested the city propose selling the Carriage Museum rather than a 20-year lease. Councilor Farrell suggested a shorter lease term with the possibility of charging a rental amount in the future. Council Porter motioned to approve a 10-year lease with changes to exhibit A. Motion Carried. Motion passed with 6 ayes and 1 abstention.

DEPARTMENT HEAD REPORTS:

Fire Chief Bill Didion –

Chief Didion advised after 20 + years Captain Jason McVey will be leaving the RFD and the department will be having cake for him on Monday to say farewell. He advised civil service testing will happen in June and hoping for good candidates to fill the vacancies.

Chief of Police Chuck Spoor-

Chief Spoor reminded council that civil service testing for an Entry Level / Lateral Police Officer will be happening at the end of this month.

Public Works Director Eric Weiberg -

Eric Weiberg advised he had nothing new to report.

Clerk / Treasurer Kayla MacIntosh-

Kayla MacIntosh advised that she had nothing new to report.

MAYOR'S COMMENTS

Mayor Roberts advised that she sent out the food truck information to council via email. She asked if Public Works would like to get it incorporated. Eric advised that he could discuss at the Planning Commission.

Mayor Roberts wanted to bring information to the councils' attention regarding the consent agenda. She stated when they are approving the consent agenda all bills are being approved and the mayor would like the councilors to be aware. The mayor was looking for guidance on how to handle a specific verbal contract training bill. After some discussion, it was council's decision to move forward with payment, but would no longer be utilizing that service.

COUNCIL COMMENTS:

Councilor Farrell

EXECUTIVE SESSION:

Prior to adjourning to Executive Session, Mayor Roberts advised a (potential) decision would be made. Mayor Roberts called the Executive Session to order at 7:07 p.m. for 20 minutes for the purpose of Labor Negotiations.

Mayor Dee Roberts, Councilor Porter, Councilor Tully, Councilor Halpin, Councilor Nordin, Councilor Jones, Fire Chief Didion, Police Chief Chuck Spoor (zoom), Public Works Director Weiberg, and Clerk/Treasurer Kayla MacIntosh were in attendance.

Executive Session was extended an additional 20 minutes for further discussion and Mayor Roberts reconvened the meeting at 7:47 p.m.

ADJOURNMENT

The meeting was adjourned by motion of Council Member Porter at 7:47 p.m. Motion carried.
Motion passed unanimously.

ATTEST:

Kayla MacIntosh, Clerk/Treasurer

Dee Roberts, Mayor



Raymond City Council,

I am sure you are aware that Lynn Hatfield has been trying to get a little something put together that she can call home. I'm sure you are also aware her financial assets are very limited.

Over the years the city has adopted many ordinances that I guess were put in place for the betterment of all. Seems Lynn has been in a losing battle with many of those ordinances.

Somewhere in all those regulations in ordinanceville it appears Lynn has lost the basic human right to pursue happiness. Last I heard she had a donation of a double wide to put on her property but ran into an ordinance that she couldn't because it was over 5 years old.

Now I'm sure at the time that ordinance was adopted it had merit. I believe that time may have passed. We are living in a different world. Prices of both property and housing have skyrocketed. Have you seen the price of lumber, steel, gas, oil, and the rest of commodities?

It appears now to have anything to live in or on you have to be considered either rich or very well off. Does that

mean those of us who are below that Mendoza line have lost our right to "Persue Happiness"?

Many of us out here in the community have been trying to help Lynn get her little something so she would no longer be homeless. Seems the homeless can live wherever they want to put up a tent and nobody cares if that tent is over 5 years old. Or who's property it is put up on.

Lynn has VERY limited means and when those are gone not much to fall back on. But she is trying to get her little piece of happiness to settle on. Her efforts are grand, her drive relentless. But as the saying goes. "You can't fight City Hall".

Now I wonder why can't we NOT fight those outdated, age and financial discrimination ordinances and work to make something good happen. Again, many of us have been trying to help Lynn persue her happiness. NOT because we have to,,,,,,, But because we can.

There are over 7 billion people in the world. Every one of them different. All should have the basic human right to "Persue Happiness". Many ordinances may work well for most but hinder others. I personally don't know how any municipality should be able to govern the age of a housing

unit. Sure I can see where that ordinance came from and I can also see where it should go. (Mine gets picked up on Mondays)

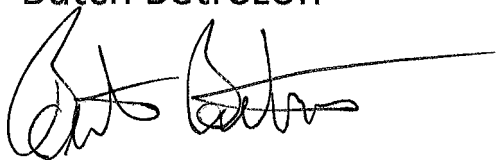
I would think an ordinance that makes more sense would be that pavement on roads can't be over 5 years old. My goodness, have you driven on Willapa st. between Park Ave and Riddell st? There are less waves out in the bay. Should post a small craft warning on that road.

Now I understand there isn't \$\$\$ available to fix roads right now. But seems those city ordinances don't understand that many don't have \$\$\$ for new construction right now either. But time marches on and how long would one have to wait until they just may be able to afford something that "Fits" the ordinances of NO!! (If ever)

You can help. NOT because you have to,,,,,,, but because you CAN!!! Please find a way to be the Council of YES instead of NO!! We all want to be able to pursue our own happiness. It's what life is all about. Helping others, not holding them back.

Thank you for your time.

Butch Betrozoff

A handwritten signature in black ink, appearing to read 'Butch Betrozoff', with a long horizontal flourish extending to the right.

City of Raymond
COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement, hereinafter referred to as "Lease", dated April 1, 2021, is by and between the City of Raymond, hereinafter referred to as "Landlord", and Alder + Company, hereinafter referred to as "Tenant". The parties agree as follows:

1. **PREMISES.** The Landlord, in consideration of the Lease Payments provided for under this Lease, leases to the Tenant the Easterly end of the Raymond Seaport Museum Building, located at 312 Alder Street, Raymond, WA 98577, hereinafter referred to as "Premises".
2. **TERM.** The Lease Term will begin April 1, 2021 and extend for 24 months, terminating on April 1, 2023. Thereafter, the Lease Term will be ongoing monthly until terminated by the Tenant or Landlord via a minimum 30-day advance written notification of the intent to terminate the Lease Term. After conclusion of the first year of this Lease Term, or April 1, 2022, the Landlord and Tenant agree to reserve the right to reopen this Lease to discuss the Lease Payment and adjust the rate according to current market commercial lease rates in the area.
3. **OPTION TO RENEW.** Provided Tenant is not currently in default of this Lease, Tenant is hereby granted an option to renew the Lease for a period of 24 months. The Lease Payments, terms, and conditions of a renewed Lease shall be established prior to the renewal. This option shall be exercised by giving written notice to the Landlord not less than 30 days in advance.
4. **LEASE PAYMENTS.** The Tenant shall pay to the Landlord monthly installments of \$500.00, payable in advance on the first day of each month. Lease Payments shall be made payable to the City of Raymond and delivered to the Landlord at the following address:

Raymond City Hall
230 Second Street
Raymond, WA 98577
5. **SECURITY DEPOSIT.** The Tenant shall make a Security Deposit in the amount of \$1,000.00 prior to taking Possession of the Premises. At the expiration of the Lease Term, the Tenant shall remove its goods and effects, and peaceably yield the Premises to the Landlord in as good a condition as when delivered to Tenant, ordinary fair wear and tear excepted. The Security Deposit will be refunded in full upon the termination of the Lease if the Premises is returned to the Landlord without damage or claim.

6. **POSSESSION.** Tenant shall be entitled to possession of the Premises on the first day of the Term of this Lease and shall yield possession to the Landlord on the last day of the Term of this Lease, unless otherwise agreed to in writing by the Tenant and Landlord.
7. **USE OF PREMISES.** Tenant may use the Premises only for operation of a Retail Business. The Premises may be used for other purpose only with the prior written consent of the Landlord, which shall not be unreasonably withheld. The Tenant shall notify the Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.
8. **GENERAL LIABILITY INSURANCE.** The Tenant shall obtain, at the Tenant's sole cost, and maintain in full force and effect during the Term of the Lease, General Liability Insurance to meet the following minimum amounts:
 - a. Contractual liability, written on an occurrence form, in adequate quantity to protect against liability arising out of contract activity but no less than \$1,000,000 per occurrence, and \$2,000,000 per annual aggregate.
 - b. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington, and shall name by endorsement the Landlord, its agents, and employees as additional insured under the insurance policy. All policies shall be primary to any other valid and collectable insurance the Landlord may have in place. All policies shall be endorsed noting that the Landlord does not waive their right to subrogation against the Tenant or the Tenant's insurance policies.

The Tenant shall submit to the Landlord, within 15-days of the Lease Term, a Certificate of Insurance, which outlines the coverage and limits. Tenant shall submit renewal certificates as appropriate during the term of the contract.

Any umbrella or excess coverage the Tenant choses to use to meet the insurance requirements shall meet all the insurance requirements for the primary insurance.

9. **PROPERTY INSURANCE.** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.
10. **LIQUOR LEGAL LIABILITY INSURANCE.** If the Tenant sells alcohol, the Tenant shall provide a Liquor Legal Liability Insurance Policy, including contractual liability with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.
11. **MAINTENANCE.** Tenant agrees to make no permanent alterations to the Premises without prior written consent of Landlord. Maintenance responsibilities for the Premises are as follows:

a. Landlord's obligation shall include:

- 1) All structural and nonstructural parts of the Premises such as, but not limited to, the roof, walls, windows, foundation, floors, cabinets, counter tops, doors, sinks, toilets, etc.
- 2) The proper functionality of utilities to include water piping, sewage piping, electrical wiring, outlets, light switches, light fixtures, breaker box, and heating/air conditioning system.
- 3) Weekly cleaning and stocking of the public restrooms.

b. Tenant's obligation shall include:

- 1) Supplying the necessary tools, equipment, and materials to conduct all routine cleaning of the Premises and replacement of normal wear items such as, but not limited to, clogged sinks/drains/toilets, light bulbs, etc., and all Tenant installed furnishings, fixtures, and decorations.
- 2) All other items of maintenance, including pest control and fire suppression equipment as needed to operate the business, not specifically delegated to Landlord under this Lease.
- 3) Maintaining the parking lot, in coordination with the two museums, in a clean and safe condition.
- 4) Opening and closing the public restrooms, in coordination with the two museums.

12. UTILITIES AND SERVICES. Utility service accounts (i.e., water, sewer, garbage, and electricity) shall be established by the Tenant via opening their own accounts. Compliance with all terms and conditions of each account will be the sole responsibility of the Tenant.

13. TAXES. Tenant shall pay all business taxes and any other charges which may be levied against the Premises which are attributable to the Tenant's use of the Premises, such as sales and use tax, business occupation and employment tax, and state leasehold excise tax, that may be due in connection with the operation of the Tenant's business.

14. DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any Lease obligation or Term by which Tenant is bound. Subject to any governing provisions of law, to the contrary, if Tenant fails to cure any financial obligation within five (5) days, or any other obligation within ten (10) days after written notice of such default is provided by the Landlord to the Tenant, the Landlord may take possession of the Premises without further notice, to the extent permitted by law. Such possession shall not prejudice Landlord's rights to damages. In the alternative, at Landlord's sole discretion, Landlord may elect to cure any default and the cost of such action shall be added to the Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses, including reasonable attorney fees and costs, suffered by the Landlord by reason of the

Tenant's default. All sums of money or charges required to be paid by the Tenant under this Lease shall be additional rent, whether such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

15. **CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
16. **ACCESS BY LANDLORD TO PREMISES.** Subject to the Tenant's consent, which shall not be unreasonably withheld, the Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants, or workers. However, the Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, the Landlord may enter the Premises without the Tenant's consent.
17. **INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, the Tenant agrees to indemnify, hold harmless, and defend the Landlord, its officers, officials, employees, and volunteers from and against all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which the Landlord may suffer or incur in connection with the Tenant's possession, use, or misuse of the Premises, except for the Landlord's intentional or sole negligent acts.
18. **COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements, and regulations of the federal, state, county, municipality, and other authorities, to include the fire insurance underwriters. However, the Tenant shall not, by this provision, be required to make alterations to the exterior of the building or alterations of a structural nature.
19. **MECHANICS LIENS.** Neither Tenant, nor anyone claiming through the Tenant, shall have the right to file mechanics liens or any other kind of lien on the Premises. The filing of this Lease constitutes notice that such liens are invalid. Further, the Tenant agrees to:
 - a. Give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens will not be valid; and
 - b. Take whatever additional steps are necessary to keep the Premises free of all liens resulting from construction done by or for the Tenant.
20. **ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant, from the ownership existing at the inception of this Lease, nor assign, mortgage, or pledge this Lease, without the prior written consent of the Landlord, which shall not be unreasonably withheld.
21. **NOTICES.** Notices under this Lease shall not be deemed valid unless given or

served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

City of Raymond
230 Second Street
Raymond, WA 98577


TENANT:

Alder + Company
10 Martin Ln.
Raymond, WA 98577


Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

22. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Washington.
23. **ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, signed by the parties obligated under the amendment or modification.
24. **SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it will become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
25. **WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
26. **BINDING.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

LANDLORD:

By:  Date: _____
Tony Nordin, Mayor

TENANT:

By:  Date: 2/23/2021
Print: _____

Dee Roberts

From: Max Benson <maxb@communityframeworks.org>
Sent: Wednesday, June 1, 2022 12:42 PM
To: Kayla MacIntosh; Dee Roberts
Cc: Jennifer Westerman; Katie Bonus
Subject: Willapa Center - CHIP funding
Attachments: CHIP Guidelines revised 02-07-22.pdf

CAUTION: External Email

Hi Kayla and Mayor Roberts,

I told Kayla about this opportunity when I was last in Raymond, but it appears the Dept. of Commerce has a new funding source that Willapa Center is eligible for called CHIP (Connecting Housing to Infrastructure). This source is similar to CDBG in that we would need the City to apply on JPCHA's behalf. However, it is a lot less paperwork than CDBG! So, I wanted to officially ask if the City would be willing to apply on our behalf. This would be really helpful for the project as we did have added costs associated with the contaminated soil.

Also, fwiw, I did get confirmation that it can basically reimburse us for those expenses even though we have already incurred them. I just got off the phone with Eric Guida at Commerce and he was going to double check, but it was his understanding that every county in the state had passed whatever they needed to pass, with the exception of Ferry County, and so every municipality in the state, with that one exception, was eligible to apply.

With all that said, attached and below is all of the info I have on the grant. I have done one of these before, so I have some experience, and could fill out 90% of the grant application itself.

Third Round of CHIP

With additional funds allocated to the Connecting Housing to Infrastructure Program (CHIP) by the 2022 legislature, Growth Management's Housing Team is pleased to offer a third round of CHIP funding this summer. The CHIP program uses state resources to assist with water, sewer, and stormwater infrastructure costs for the development of affordable housing. \$7.6M is available in the third round, with \$4.1M for utility connections and \$3.5M for waived system development charges.

ZoomGrants will open for applications on July 11, and close on August 26. Applications from any city, county, or utility district with a sales tax for affordable housing are eligible to apply; however, to ensure equitable distribution of funds, applications outside of Seattle/King County will be given prioritization. Third round funding requests are limited to \$1.0M. The grant application will be revised slightly, so unfunded jurisdictions from Rounds 1 and 2 will need to reapply to seek funding. A link to further information and to the Round 3 application can be found [here](#) (link to GM Grants website).

Max Benson

Community Frameworks | Senior Housing Developer

500 Pacific Avenue, Suite 360

Bremerton, WA 98337

Direct Line: 360-842-8050

maxb@communityframeworks.org

Website |    