



Napavine City Council & Staff

Shawn O'Neill, Mayor

Brian Watson, Council Position #1

Ivan Wiediger, Council Position #2

Don Webster, Council Position #3

Heather Stewart, Council Position #4

Duane Crouse, Council Position #5

Staff Members:

Rachelle Denham, City Clerk

Bryan Morris, CD / PW Director

Jim Buzzard, City Attorney

Michelle Whitten, Treasurer

John Brockmueller, Police Chief

WORKSHOP NOTICE

September 12th @ 5:00-6:00 p.m.

@ NAPAVINE CITY HALL

COUNCIL CHAMBERS

AGENDA:

- **Creation of the new Funtime Festival Committee.**



CITY COUNCIL MEETING AGENDA
Tuesday – September 12, 2023 – 6:00 PM

Shawn O'Neill,
Mayor
soneill@cityofnapavine.com

Brian Watson,
Council Position No.1
bwatson@cityofnapavine.com

Ivan Wiediger,
Council Position No.2
iwiediger@cityofnapavine.com

Don Webster,
Council Position No.3
dwebster@cityofnapavine.com

Heather Stewart,
Council Position No.4
hstewart@cityofnapavine.com

Duane Crouse,
Council Position No.5
dcrouse@cityofnapavine.com

Staff Members

Rachelle Denham,
City Clerk

Michelle Whitten,
City Treasurer

Bryan Morris,
PW Director
Community Development

John Brockmueller,
Chief of Police

Allen Unzelman
Honorable Judge-Municipal Court

Jim Buzzard,
Legal Counsel

City of Napavine

407 Birch Ave SW
P O Box 810
Napavine, WA 98565
360-262-3547

City Website

www.cityofnapavine.com

****Workshop Funtime Festival 5:00pm****

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. APPROVAL OF AGENDA – AS AMENDED
- VI. APPROVAL OF MINUTES FROM THE REGULAR MEETING
 - 1) Regular Council Meeting Minutes– August 8, 2023
- VII. STAFF & COUNCIL REPORT
- VIII. CITIZEN COMMENTS – NON-AGENDA ITEMS
- IX. NEW BUSINESS
 - 1) Vouchers – M. Whitten
 - 2) AM 23-18 Liquor License Renewal Annie’s Napavine Country Market – R. Denham
 - 3) AM 23-19 New Liquor License ARCO AM-PM – R.Denham
 - 4) K&R Homes LLC Contract Agreement lowest bidder Mayme Shaddock Park – B. Morris
 - 5) Lakeside Industries Contract Agreement (Rush Rd Add'l SF Grind and Pave) – B. Morris
 - 6) Set Public Hearing date for Rognlin’s Developers Agreement for September 26, 2023, at 6:00 PM – B. Morris & R. Denham
 - 7) Flock Safety Camera Agreement – J. Brockmueller
 - 8) Interpreter Reimbursement Agreement – L. DeWitt
 - 9) Ord 652 Interim Zoning Regulations Hearing Examiner – R. Denham
 - 10) Federal STIP Project (Rush Rd Reconstruction-Stella St to Newaukum Valley Rd) – B. Morris
- X. ADJOURNMENT – CLOSE OF MEETING

Council Meeting is held in person and via Teleconference.

Teleconference Information

Dial-in number (US): (720) 740-9753

Access code: 8460198

To join the online meeting: <https://join.freeconferencecall.com/rdenham8>



NAPAVINE CITY COUNCIL REGULAR MEETING MINUTES

August 8, 2023, 6:00 P.M.

Napavine City Hall, 407 Birch Ave SW, Napavine, WA

CALL TO ORDER:

Mayor Shawn O’Neill called the regular city council meeting to order at 6:00 pm.

INVOCATION:

The invocation was led by Bryan Morris.

PLEDGE OF ALLEGIANCE:

Mayor Shawn O’Neill led the flag salute.

ROLL CALL:

Council members present: Shawn O’Neill Mayor, Brian Watson Councilor #1, Don Webster Councilor #3, Heather Stewart Councilor #4, and Duane Crouse Councilor #5.

City staff members present: City Clerk - Rachele Denham, Treasurer – Michelle Whitten, Chief of Police – John Brockmueller, CD PW Director – Bryan Morris, and Court Administrator – Lacie DeWitt.

ROLL CALL

| | | |
|----------------------------------|--------------------------------------|---|
| MOVED: | Heather Stewart | Motion: Excuse Councilor Ivan Wiediger. |
| SECONDED: | Don Webster | |
| <i>Discussion: No Discussion</i> | | |
| VOTE ON MAIN MOTION: | 4-0 Motion Carried: 4 aye and 0 nay. | |

CONSENT/APPROVAL OF AGENDA

| | | |
|----------------------------------|--------------------------------------|--|
| MOVED: | Duane Crouse | Motion: Approval of Agenda- As Presented |
| SECONDED: | Don Webster | |
| <i>Discussion: No Discussion</i> | | |
| VOTE ON MAIN MOTION: | 4-0 Motion Carried: 4 aye and 0 nay. | |

APPROVAL OF MINUTES FROM REGULAR COUNCIL MEETING

| | | |
|----------------------------------|--------------------------------------|---|
| MOVED: | Brian Watson | Motion: Approval of Minutes - Regular Council Meeting, on July 25, 2023 |
| SECONDED: | Don Webster | |
| <i>Discussion: No Discussion</i> | | |
| VOTE ON MAIN MOTION: | 4-0 Motion Carried: 4 aye and 0 nay. | |

APPROVAL OF MINUTES FROM PUBLIC HEARING MEETING-BP ARCO/AM-PM DEVELOPMENT

| | | |
|----------------------------------|--------------------------------------|--|
| MOVED: | Don Webster | Motion: Approval of Minutes – Public Hearing Meeting, on July 25, 2023 |
| SECONDED: | Brian Watson | |
| <i>Discussion: No Discussion</i> | | |
| VOTE ON MAIN MOTION: | 4-0 Motion Carried: 4 aye and 0 nay. | |

STAFF & COUNCIL REPORTS:

Rachelle Denham – Clerk

- No Report.

Bryan Morris - PW/CD Director

- Update: Bryan apologized about the cloudy water and shut down well 3. He will work with school to drop the pump 20ft more down to the lake reservoir. If the water is cloudy just run it. The contamination wells have been removed from Inland Market. Report in writing.

John Brockmueller – Chief of Police

- The stats are provided in writing. The new Charger arrived today, and operations are normal.

Michelle Whitten – Treasurer

- No Report.

Lacie DeWitt – Court Administrator

- No Report.

Fire Dist. 5

- Not Present.

Planning Commission

- No Report.

Duane Crouse - Mayor Pro Tem

- No Report.

Heather Stewart – Councilor #4

- Thanks for excusing her at the last meeting while she was in Nashville seeing Chris Stapleton.

Don Webster – Councilor #3

- No Report.

Brian Watson – Councilor #1

- No Report.

Ivan Wiediger - Councilor #2

- Absent, on vacation.

Shawn O’Neill – Mayor

- Received several messages on Facebook about the cloudy water and was able to get the guys on it quickly to get it handled. Bryan was on vacation but made sure it was taken care of, Thanks Bryan.

NEW BUSINESS

VOUCHERS- M. WHITTEN

The following voucher/warrants/electronic payments are approved for payment:

| | | | | |
|-----------------------|-----------|------------|-------------------|-----------------|
| Accounts Payable | 33 | 78 | 70,312.81 | 38423-55 |
| Payroll Vendors | 2 | 2 | 1,239.50 | 38421-22 |
| Electronic Payments | 7 | 7 | 973.40 | EFT*20230801-07 |
| Electronic Payroll | 4 | 4 | 15,559.38 | EFT*20230808-11 |
| ACH Direct Deposit | 16 | 16 | 36,387.36 | Direct Deposit |
| Total Vouchers | 62 | 107 | 124,472.45 | |

| | | |
|----------------------------------|--------------------------------------|--|
| MOVED: | Don Webster | Motion: Approval of the Vouchers dated August 2023 1st Council Meeting |
| SECONDED: | Brian Watson | |
| <i>Discussion: No Discussion</i> | | |
| VOTE ON MAIN MOTION: | 4-0 Motion Carried; 4 aye and 0 nay. | |

Resolution No. 23-08-143 Supporting the Boys and Girls Club– R. Denham

RESOLUTION NO. 23-08-143

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPAVINE, WASHINGTON, SUPPORTING THE ESTABLISHMENT OF A BOYS AND GIRLS CLUB WITHIN THE CITY OF NAPAVINE

| | | |
|--|--------------------------------------|---|
| MOVED: | Brian Watson | Motion: Approve Resolution 23-08-143 Supporting the Boys and Girls Club |
| SECONDED: | Don Webster | |
| <i>Discussion: Andy Alexander represented the Boys and Girls Club and has been involved for a few years. Napavine may be the next logical location for a club. An option for location is the old city hall, the current landlord is really friendly who believes in the Boys & Girls Club. The club is looking to gain support from the City of Napavine and ask for some future board members. The mayor met with others from the Boys and Girls Club board in a prior meeting and the mayor is in full support of the Boys and Girls Club coming to Napavine. Andy stated that there have been great outcomes so far and currently, as others are sort of struggling with a budget and are trying to figure out if it's feasible right now, that is where they are at with it. The mayor stated that this is at the very early stages right now. Councilor Duane Crouse asked what a realistic timeline looks like from now to potential opening. Andy stated the board is far apart on it right now. They still need to talk with the school district to see if it makes sense for them. The Boys and Girls Club feel that this is the next logical step for having a club in Napavine. The mayor spoke with Shane Schutz from the School, and he said the school will be in support and plan to garner a letter when he gets back from vacation.</i> | | |
| VOTE ON MAIN MOTION: | 4-0 Motion Carried; 4 aye and 0 nay. | |

Funding Commitment Letter for TIB Grant: Small Arterial Program Match 2nd Ave SE – B. Morris

| | | |
|----------------------------------|--------------------------------------|--|
| MOVED: | Duane Crouse | Motion: Approve and allow Mayor to sign Funding Commitment Letter for TIB Small Arterial Grant |
| SECONDED: | Heather Stewart | |
| <i>Discussion: No Discussion</i> | | |
| VOTE ON MAIN MOTION: | 4-0 Motion Carried; 4 aye and 0 nay. | |

AM 23-16 Proposed Teamster’s Family Medical Coverage – J. Godbey

The memorandum states that this is affordable family coverage and is asking the city to pitch in so the employee will pay \$200 per month and the city will cover the rest.

| | | |
|--|--------------|---|
| MOVED: | Duane Crouse | Motion: Approve 23-16 Proposed Teamsters Medical Coverage |
| SECONDED: | Don Webster | |
| <i>Discussion: Councilor Heather Stewart asked the treasurer, Michelle Whitten if the city can afford it. Michelle answered that the current contract states that the city will pay for employees only. You take 15 employees multiply by 12 months is \$66k Yes, the city is growing and building is happening along with tax dollars. Michelle feels that the city can afford it. Michelle stated the mayor, mayor pro tem, and Rachelle did meet to discuss this in a meeting and thought this was a positive thing. Another thing to consider is that we’ve lost out on potential candidates because we didn’t have family coverage. We do need to move forward with and figure out how to afford it. The mayor stated that this goes with what we did last year with the budget and took employees where they should be and that he is an advocate for the employees. The mayor asked about the LEOFF 1 employee coverage and Michelle replied that we are still working on it. Michelle said it’s important to move forward with a vote. Rachelle commented to the council to expect to see another action memorandum that will be for the complete package, and this is step one. Mayor Pro Tem and Councilor Brian Watson echoed each other that if the city can afford this for the employees that it’s the way to go. Bryan Morris comments that the</i> | | |

| | |
|--|--------------------------------------|
| <i>city will also be receiving traffic improvement money that the city has never received before, and the future of the city is bright and looks good.</i> | |
| VOTE ON MAIN MOTION: | 4-0 Motion Carried; 4 aye and 0 nay. |

AM 23-17 Council to oversee Funtime Festival – D. Webster

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|--|--|--|
| MOVED: | Don Webster | Motion: Approve 23-17 City Council overseeing the Funtime Festival |
| SECONDED: | Brian Watson | |
| <p><i>Discussion: The mayor stated that the council would like to provide some oversight of the Funtime Festival. He would like to see the Funtime Festival around for years. This is being brought up because there has been some concern that the event will not continue on, and the city council does not want this to happen. Councilor Webster presented a handout to the council on what it could look like if the city council was to oversee it. Councilor Webster spoke about his reasoning behind it and feels the city council should have oversight. Councilor Webster commented that the Funtime Festival has gotten worse over the years, where the city has been crucified in the newspaper due to the Native American aspects of it. The city has no idea if the current Funtime Festival has current insurance, bond, or how much money they have. The Funtime Festival was invited to come to the meeting, but nobody showed up. Councilor Webster is looking for transparency and wants to have a workshop. Councilor Duane Crouse is concerned about the Funtime Festival and understands the lack of transparency and would like to know if the city has the legal right to step in and take over the Funtime Festival, also echoed by Councilor Wiediger. The mayor stated the council would appoint a President of the Funtime Festival and Treasurer then the Funtime Festival would appoint their board members. They would also have their own insurance and would have to register with the Secretary of State. Mayor O’Neill feels that we need to step in especially for the citizens and wants our city’s events to be as good as the others, like Toledo, Cheese Days. The mayor also commented that “legally” the city approves the permit for the Funtime Festival already and that you won’t get it unless the council approves it. Councilor Stewart asked the question if we know of other cities that run their own event. The mayor said that it shouldn’t put more workload on Rachele or Judy but that the council will just have oversight. Councilor Stewart asked if legal counsel has been informed and if we can legally oversee the Funtime Festival. She agrees that change needs to happen but wants to make sure we can legally do so and thinks that a workshop should happen prior to a vote to oversee it, echoed by Mayor Pro Tem Crouse. **Continued conversation took place and can be heard entirely by listening to the meeting recording.</i></p> | | |
| VOTE ON MAIN MOTION: | 2-2 Motion Tied: 2 aye (Brian Watson & Don Webster) 2 nay (Heather Stewart & Duane Crouse) Mayor voted in the affirmative to break tie vote. Motion Carried: 3-2 | |

Set Date for Workshop to Discuss Funtime Festival Opportunities – D. Webster

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|----------------------------------|--------------------------------------|--|
| MOVED: | Don Webster | Motion: Set workshop date for September 12 th at 5:00 pm. |
| SECONDED: | Brain Watson | |
| <i>Discussion: No Discussion</i> | | |
| VOTE ON MAIN MOTION: | 4-0 Motion Carried; 4 aye and 0 nay. | |

CITIZEN COMMENTS – NON-AGENDA ITEMS: No Comments

ADJOURNMENT:

| | | |
|---|--------------------------------------|---------------------------------------|
| MOVED: | Don Webster | Motion: To Adjourn – Close of Meeting |
| SECONDED: | Duane Crouse | |
| <i>Discussion: Meeting Adjourned at 7:02 p.m.</i> | | |
| VOTE ON MAIN MOTION: | 4-0 Motion Carried; 4 aye and 0 nay. | |

These minutes are not verbatim. If so desired, a recording of this meeting is available online from freeconferencecall.com or at the link <https://fccdl.in/OizKXMT5VS> .

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O’Neill, Mayor

Councilor



Voucher Activity Sept 12, 2023

September 2023 1st Council Meeting

| Reference | Date | Amount | Notes |
|---|--|--------------------|---|
| Reference Number: 38456 513804 | I-5 Dodge 8/8/2023 | \$38,016.91 | \$38,016.91 2023 Dodge Charger (replacement) |
| Reference Number: 38457 Mathews-error court payment | Napavine Municipal Court 8/10/2023 | \$145.00 | \$145.00 Mathews into wrong payment system |
| Reference Number: 38458 Net Pay - 14797 | Payroll Vendor 8/10/2023 | \$749.08 | \$749.08 |
| Reference Number: 38459 Benson - Error in payment | Napavine Municipal Court 8/11/2023 | \$237.00 | \$237.00 Benson -error to wrong payment system |
| Reference Number: 38460 2023*Box 179 Rental | Napavine Postmaster 8/3/2023 | \$186.00 | \$186.00 2023*Box 179 Rental |
| Reference Number: 38461 INV-2-31269 | 911 Supply Public Safety Gear & Apparel 8/4/2023 | \$40.53 | \$40.53 Patrol Uniforms Nichols Badge Holder |
| Reference Number: 38462 36-51-622641-0 | ALS Environmental 8/10/2023 | \$100.00 | \$100.00 Coli/E coli Detect test |
| Reference Number: 38463 6726 | B-n-H Towing Chehalis 8/17/2023 | \$369.01 | \$369.01 23F0743 |
| Reference Number: 38464 INV164342 INV164343 | Capital Business Machines 8/7/2023 8/7/2023 | \$269.19 | \$185.86 2023-July Copies \$83.33 2023- July PD/Court Copies |
| Reference Number: 38465 | City of Napavine | \$2,640.67 | |

| Reference | Date | Amount Notes |
|---|---|---|
| 2023*July Security | 8/21/2023 | \$185.80 2023*July Security |
| 2023*July Utility Tax | 8/23/2023 | \$2,454.87 2023- July Water/Sewer Service Utility Tax |
| Reference Number: 38466 119556 | Goods Quarry 8/21/2023 | \$181.76 \$181.76 Alley waterline |
| Reference Number: 38467 130071 130072 | Grants Towing & Automotive Inc 7/23/2023 7/23/2023 | \$830.98 \$415.49 2012 Kawasaki 23 F0657 \$415.49 2000 Suzuki 23F0657 |
| Reference Number: 38468 C588474 I6474142 | H. D. Fowler Company 8/4/2023 8/4/2023 | \$221.02 (\$80.93) Shipping Credit INV I644142 \$301.95 Water line in Alley |
| Reference Number: 38469 0016-10-15 | Jackson Civil Engineering LLC 7/11/2023 | \$506.57 \$506.57 Development Pass-Through Fees Arco |
| Reference Number: 38470 1153 | Joseph O. Enbody 8/21/2023 | \$1,900.00 \$1,900.00 10 units August 2023 |
| Reference Number: 38471 7145 | LC Emergency Management 7/1/2023 | \$1,857.00 \$1,857.00 2023 - Q3 Contract EMS |
| Reference Number: 38472 2023 July Prisoner Medical 2023 March Prisoner Medical | LCSO-Corrections Bureau 8/8/2023 4/13/2023 | \$37.04 \$16.10 2023 July Prisoner Medical \$20.94 2023 April Prisoner Medical |
| Reference Number: 38473 4805823A 185 | Lemay Mobile Shredding 8/1/2023 | \$65.00 \$65.00 PD 65 Gal Shred |
| Reference Number: 38474 23-6774 | Lewis County Auditor 7/27/2023 | \$328.50 \$328.50 BLA 1076 Rush Rd Singh |

| Reference | Date | Amount | Notes |
|--|--|-------------------|---|
| Reference Number: 38475 40065 | Lewis County Fleet Svs. 8/18/2023 | \$109.63 | \$109.63 15 Dodge Charger Oil Change |
| Reference Number: 38476 7130 | Lewis County Public Health Department 7/31/2023 | \$140.00 | \$140.00 5- Water Sample bottles |
| Reference Number: 38477 104755010* July 104755026* July 124227002*July 128578001*july 128578002*july | Lewis County PUD 7/31/2023 7/31/2023 7/31/2023 7/31/2023 7/31/2023 | \$513.20 | \$30.31 6/20-7/19 Hamilton Rd Sewer \$36.17 6/20-7/19 Loontz Rd Lt \$379.24 6/20-7/19 Well 6 \$36.23 6/20-7/19 Rush Rd Lights \$31.25 6/20-7/19 Hamilton Rd |
| Reference Number: 38478 2023 July Evidence handling | Lewis County Sheriffs Office 8/4/2023 | \$484.51 | \$484.51 2023 July- Evidence Handling/postage DUI |
| Reference Number: 38479 2023 July CV | Lewis County Treasurer 8/4/2023 | \$24.61 | \$24.61 2023 - July Court Remittance |
| Reference Number: 38480 005542772 | Mountain Mist 8/14/2023 | \$23.67 | \$23.67 5 gal water jugs PD/Court |
| Reference Number: 38481 6021172 | MPH Industries 8/21/2023 | \$2,433.15 | \$2,433.15 BB II Standard Radar/kit/cables |
| Reference Number: 38482 33675163 33927028 33955612 | Quill Corporation 7/24/2023 8/8/2023 8/9/2023 | \$328.02 | \$78.72 4 cartons paper \$203.99 PD coffee/Tp/paper towels \$45.31 printer ink |
| Reference Number: 38483 2023 July court Remit | State Treasurer's Office 8/1/2023 | \$846.01 | \$846.01 2023*july Court Remit |

| Reference | Date | Amount | Notes |
|--------------------------------|---------------------------------------|-----------------|-------------------------------------|
| Reference Number: 38484 | Sweeny's Ace Hardware | \$421.28 | |
| 901864 | 7/5/2023 | \$36.63 | Landscape Fabric PD parking lot |
| 901895 | 7/5/2023 | \$36.63 | Landscape Fabric PD parking lot |
| 901931 | 7/5/2023 | \$8.18 | Cobalt Pilot Bit 1/4" |
| 902050 | 7/6/2023 | \$4.95 | Clorox wipes |
| 902054 | 7/6/2023 | \$18.32 | 55 G contractor Bags |
| 902104 | 7/7/2023 | \$3.65 | Key Master M1 |
| 902665 | 7/11/2023 | \$10.77 | 1 Gal Paint Thinner |
| 902735 | 7/12/2023 | \$43.26 | paint rollers/trays/ext pole |
| 902951 | 7/14/2023 | \$10.76 | wasp hornet spray |
| 903024 | 7/14/2023 | \$47.41 | Contractor bags/pickup tool |
| 903318 | 7/17/2023 | \$26.94 | All season hose 8x50 |
| 903396 | 7/18/2023 | \$28.82 | 2 keys/5 AM-7 |
| 903688 | 7/21/2023 | \$5.38 | Hinged Plug |
| 904018 | 7/24/2023 | \$4.31 | Teflon Tape |
| 904023 | 7/24/2023 | \$25.84 | pipe joint compound |
| 904316 | 7/27/2023 | \$25.38 | hse clmp couple galv |
| 904826 | 7/31/2023 | \$17.24 | Water Line Braid Nyl 500' |
| 904835 | 7/31/2023 | \$66.81 | Garden Hoe/Spade |
| Reference Number: 38485 | Toledotel | \$337.45 | |
| 100029410 | 8/1/2023 | \$337.45 | |
| Reference Number: 38486 | Transient Vendor | \$106.19 | |
| 2023 Aug 1135.1 | 8/22/2023 | \$106.19 | Refund Overpayment Stowe Acc 1135.1 |
| Reference Number: 38487 | Transient Vendor | \$6.69 | |
| 2023 Aug 3095.0 | 8/22/2023 | \$6.69 | Refund Overpayment Lawson 3095.0 |
| Reference Number: 38488 | Transient Vendor | \$25.00 | |
| 2023*July Tag 99 refund | 8/21/2023 | \$25.00 | dog returned - refund |
| Reference Number: 38489 | Travelers CL Remittance Center | \$150.00 | |

| Reference | Date | Amount | Notes |
|---|---|--|---|
| 8217E5250 Denham 2023 | 8/14/2023 | \$75.00 | Notary Insurance Bond Denham |
| 8262E8250 Davis 2023 | 8/14/2023 | \$75.00 | Notary Insurance Bond Davis |
| Reference Number: 38490 E511302 | Tyler Rental 8/17/2023 | \$66.47 \$66.47 | Scissor Lift |
| Reference Number: 38491 2023 July Bond Fees | US Bank NA Cincinnati 8/21/2023 | \$26.00 \$26.00 | 2023 -July Bond Fee |
| Reference Number: 38492 09-13046 | Vision Municipal Solution 8/21/2023 | \$192.32 \$192.32 | Civil Service email Annual 7/2023-6/23/202 |
| Reference Number: 38493 RE*FB91458001241 | WA Dept of Transportation 7/31/2023 | \$3,788.64 \$3,788.64 | 2023 July Fuel |
| Reference Number: 38494 3112 3113 | WA Law Enforcement Information & Record 8/15/2023 8/15/2023 | \$950.00 \$450.00 \$500.00 | Godbey Conference Denham Conference |
| Reference Number: 38496 *Free Conference 2023-07 7/12 Amazon 113-1740210-4137859 7/12 Amazon 113-2854429-7845815 7/12 Amazon 113-5082289-6503404 7/12 Amazon 113-6250258-3638640 7/12 Soft Touch 7/12 USPS 7/13 JP Cooke 7/15 Dollar General 7/15 Glint Car Wash 7/15 Soft Touch 7/15 Soft Touch (2) 7/15 Walmart | US Bank Corp Payment Syst 7/15/2023 7/12/2023 7/12/2023 7/12/2023 7/12/2023 7/12/2023 7/12/2023 7/12/2023 7/12/2023 7/13/2023 7/15/2023 7/15/2023 7/15/2023 7/15/2023 7/15/2023 | \$6,535.73 \$3.25 \$48.41 \$36.62 \$88.66 \$5.41 \$12.45 \$9.22 \$84.65 \$4.40 \$18.00 \$12.45 \$16.60 \$48.20 | file Storage 7/15-8/14 fastener folders court felt markers/surge potector/sticky notes col Canon Ink CD ballpoint pens court Car Wash PD Court Certified Dog Tags ?? Car Wash PD Car Wash PD PD Car Wash Parade Candy |

| Reference | Date | Amount | Notes |
|---------------------------------|-----------|------------|---|
| 7/17 Applebees | 7/17/2023 | \$22.04 | Nichols Training- meal |
| 7/17 Deli Cut Subs | 7/17/2023 | \$3.30 | Nichols Training - ?? |
| 7/17 Jimmy Johns | 7/17/2023 | \$14.38 | Nichols Training- meal |
| 7/18 High Cheese Pizza | 7/18/2023 | \$27.87 | Nichols Training- meal |
| 7/18 HP H355018076 | 7/18/2023 | \$2,721.24 | HP Large format Printer CD |
| 7/18 Rojos | 7/18/2023 | \$22.82 | Nichols Training- meal |
| 7/18 USPS | 7/18/2023 | \$17.60 | Court Certified |
| 7/19 Applebees | 7/19/2023 | \$15.98 | Nichols Training- meal ?? |
| 7/19 Precision Printing | 7/19/2023 | \$228.88 | Printing |
| 7/19 Rojos | 7/19/2023 | \$22.82 | Nichols Training- meal |
| 7/19 Shell | 7/19/2023 | \$3.73 | Nichols Training - Red Bull |
| 7/19 Walmart | 7/19/2023 | \$201.21 | Corner Desk Shell - Courtroom |
| 7/20 Amazon 113-0545973-3521032 | 7/20/2023 | \$126.21 | Witching Sticks |
| 7/20 Buffalo Wild Wings | 7/20/2023 | \$29.44 | Nichols Training- meal |
| 7/20 Deli Cut Subs | 7/20/2023 | \$3.30 | Nichols Training - ?? |
| 7/20 Dollar General | 7/20/2023 | \$14.57 | Bleach |
| 7/20 Jacksons Store | 7/20/2023 | \$3.51 | Nichols Training - Red Berry |
| 7/20 Rojos | 7/20/2023 | \$17.76 | Nichols Training- meal |
| 7/20 Soft Touch | 7/20/2023 | \$12.45 | Car Wash PD |
| 7/20 Tractor Supply | 7/20/2023 | \$129.82 | Hyd Fluid |
| 7/21 Amazon 113-3333865-0605834 | 7/21/2023 | \$182.92 | Confined Space Blower |
| 7/21 Amazon 113-5847579-9637827 | 7/21/2023 | \$532.74 | CD Scanner and supplies |
| 7/21 Amazon 113-8096824-8887453 | 7/21/2023 | \$84.98 | Wide Format Paper CD |
| 7/21 USPS | 7/21/2023 | \$6.18 | Rush Rd Repair |
| 7/27 Amazon 111-0928982-8357832 | 7/27/2023 | \$110.44 | Paper Evidence Bags |
| 7/27 Amazon 111-1837863-1281049 | 7/27/2023 | \$418.62 | Evidence Bags |
| 7/27 Zoom INV212380653 | 7/27/2023 | \$17.03 | Court Zoom 7/27-8/26 court |
| 7/28 Amazon 113-0181364-2297006 | 7/28/2023 | \$29.08 | Hanging file folders court |
| 7/28 Amazon 113-0850839-2657023 | 7/28/2023 | \$39.39 | paper fasteners/gel pens/file folders court |
| 7/28 Amazon 113-0874175-1421054 | 7/28/2023 | \$32.36 | Dust Covers TV/printer Courtroom |
| 7/28 Amazon 113-2096247-4313825 | 7/28/2023 | \$37.75 | Dust Covers TV/printer Courtroom |
| 7/28 Michaels | 7/28/2023 | \$71.35 | Eco stick/weeding tool/foam sheets etc |
| 7/28 Soft Touch | 7/28/2023 | \$16.60 | PD Car Wash |

| Reference | Date | Amount | Notes |
|--------------------------------|---|-------------------|--|
| 7/31 Soft Touch | 7/31/2023 | \$12.45 | Car Wash PD |
| 7/31 USPS | 7/31/2023 | \$8.56 | Court Certified |
| 7/31 USPS Court | 7/31/2023 | \$8.56 | Court Postage |
| 7/7 Amazon 111-0015902-7958611 | 7/7/2023 | \$84.14 | Charging Dock 6 Port Courtroom |
| 7/7 USPS | 7/7/2023 | \$1.50 | Lewis Thurston Bundle |
| 8/1 chehalis outfitters | 8/1/2023 | \$221.77 | hard firm Char Black/Latd Rlr A-gry |
| 8/2 Amazon | 8/2/2023 | (\$56.47) | Return Evidence bags |
| 8/3 US Cellular | 8/3/2023 | \$648.53 | 6 screen protect/ otter box/wall chargers PC |
| Reference Number: 38497 | City of Napavine | \$200.00 | |
| 1444.1 Cleveland | 8/29/2023 | \$200.00 | Acc 1444.1 Amber Cleveland transfer to uti |
| Reference Number: 38498 | Counter Strike Supply Company | \$1,829.76 | |
| 5188 | 8/24/2023 | \$1,829.76 | 80 Boxes brass/20 boxes Premium |
| Reference Number: 38499 | City of Napavine | \$1,065.45 | |
| 2023*June/July Water Bill | 8/30/2023 | \$1,065.45 | 2023- June/July Mayme Park City Water/S |
| Reference Number: 38500 | International Brotherhood Teamsters Local 2! | \$1,075.00 | |
| Union Dues - 14798 | 8/16/2023 | \$53.75 | |
| Union Dues - 14799 | 8/16/2023 | \$31.25 | |
| Union Dues - 14800 | 8/16/2023 | \$40.75 | |
| Union Dues - 14803 | 8/16/2023 | \$34.75 | |
| Union Dues - 14804 | 8/16/2023 | \$35.75 | |
| Union Dues - 14805 | 8/16/2023 | \$37.25 | |
| Union Dues - 14806 | 8/16/2023 | \$40.25 | |
| Union Dues - 14807 | 8/16/2023 | \$36.25 | |
| Union Dues - 14808 | 8/16/2023 | \$43.25 | |
| Union Dues - 14809 | 8/16/2023 | \$35.75 | |
| Union Dues - 14810 | 8/16/2023 | \$37.75 | |
| Union Dues - 14812 | 8/16/2023 | \$31.75 | |
| Union Dues - 14814 | 8/16/2023 | \$35.75 | |
| Union Dues - 14815 | 8/16/2023 | \$43.25 | |

| Reference | Date | Amount | Notes |
|--------------------------------|--|--------------------|--|
| Union Dues - 14816 | 9/1/2023 | \$53.75 | |
| Union Dues - 14817 | 9/1/2023 | \$31.25 | |
| Union Dues - 14818 | 9/1/2023 | \$40.75 | |
| Union Dues - 14819 | 9/1/2023 | \$43.25 | |
| Union Dues - 14821 | 9/1/2023 | \$34.75 | |
| Union Dues - 14822 | 9/1/2023 | \$35.75 | |
| Union Dues - 14823 | 9/1/2023 | \$37.25 | |
| Union Dues - 14824 | 9/1/2023 | \$40.25 | |
| Union Dues - 14825 | 9/1/2023 | \$36.25 | |
| Union Dues - 14826 | 9/1/2023 | \$43.25 | |
| Union Dues - 14827 | 9/1/2023 | \$35.75 | |
| Union Dues - 14828 | 9/1/2023 | \$37.75 | |
| Union Dues - 14830 | 9/1/2023 | \$31.75 | |
| Union Dues - 14832 | 9/1/2023 | \$35.75 | |
| Reference Number: 38501 | Office of Support Enforcement | \$456.00 | |
| Child Support - 14799 | 8/16/2023 | \$228.00 | |
| Child Support - 14817 | 9/1/2023 | \$228.00 | |
| Reference Number: 38502 | 911 Supply Public Safety Gear & Apparel | \$2,048.62 | |
| INV-2-31781 | 8/24/2023 | \$1,830.75 | Patrol Uniforms Sims Armor etc |
| INV-2-32084 | 9/6/2023 | \$217.87 | |
| Reference Number: 38503 | Badger Meter | \$235.72 | |
| 80137028 | 8/30/2023 | \$235.72 | 2023*Aug Services |
| Reference Number: 38504 | BHC Consultants | \$12,915.99 | |
| 0018555 | 8/2/2023 | \$9,010.20 | Jefferson Station .09 Funds |
| 0018706 | 9/7/2023 | \$3,905.79 | Jefferson Station .09 Funds |
| Reference Number: 38505 | Emergency Vehicle Solutions LLC | \$520.13 | |
| 1312 | 8/24/2023 | \$520.13 | '19 Ford F150 install radar & Antennas |

| Reference | Date | Amount | Notes |
|--------------------------------|--|-------------------|----------------------------------|
| Reference Number: 38506 | Goods Quarry | \$370.39 | |
| 119965 | 8/21/2023 | \$189.47 | Water Line 5/8" Minus 24.44 tons |
| 119985 | 8/21/2023 | \$180.92 | Water Line 5/8" Minus 23.38 tons |
| Reference Number: 38507 | Keys Plus Locksmiths | \$129.52 | |
| 000164 | 8/25/2023 | \$129.52 | public Works Keys |
| Reference Number: 38508 | LCSO-Corrections Bureau | \$1,338.32 | |
| 2023*Aug Prisoner beds | 9/5/2023 | \$1,338.32 | 2023 -Aug 16.5 # of beds days |
| Reference Number: 38509 | LECO Supply, Inc | \$547.64 | |
| 214852 | 8/21/2023 | \$547.64 | Chlorine 2 drums |
| Reference Number: 38510 | Lewis County Auditor | \$221.50 | |
| 23-8042 | 8/30/2023 | \$221.50 | BP Agreement Pass thru |
| Reference Number: 38511 | Lewis County Communicaton | \$4,367.25 | |
| 7204 | 8/29/2023 | \$4,367.25 | 2023 3rd Qtr dispatch |
| Reference Number: 38512 | Lewis County Public Health Department | \$140.00 | |
| 7261 | 9/1/2023 | \$140.00 | 5 sets water testing |
| Reference Number: 38513 | Lewis County PUD | \$3,947.56 | |
| 2023*Sept 104755002 | 8/24/2023 | \$30.54 | 7/12-8/11 E Park St |
| 2023*Sept 104755004 | 8/24/2023 | \$51.85 | 7/12-8/11 WA & 2nd Signal |
| 2023*Sept 104755005 | 8/24/2023 | \$39.20 | 7/12-8/11 Ball Park Lights |
| 2023*Sept 104755006 | 8/24/2023 | \$54.04 | 7/12-8/11 Linhart Ave |
| 2023*Sept 104755007 | 8/24/2023 | \$41.91 | 7/12-8/11 Ped Overpass/Restroom |
| 2023*Sept 104755008 | 8/24/2023 | \$55.76 | 7/12-8/11 PW Shop |
| 2023*Sept 104755010 | 8/31/2023 | \$36.63 | 7/19-8/23 Hamilton Rd pump |
| 2023*Sept 104755011 | 8/24/2023 | \$35.24 | 7/12-8/11 Stadium Way |
| 2023*Sept 104755012 | 8/24/2023 | \$42.90 | 7/12-8/11 Birch Ave Signal |
| 2023*Sept 104755014 | 8/24/2023 | \$32.27 | 7/12-8/11 WA Street |

| Reference | Date | Amount | Notes |
|---|--|-------------------|--|
| 2023*Sept 104755015 | 8/24/2023 | \$39.71 | 7/12-8/11 Camden Way |
| 2023*Sept 104755016 | 8/24/2023 | \$37.40 | 7/12-8/11 Parkside Loop |
| 2023*Sept 104755018 | 8/24/2023 | \$922.32 | 7/12-8/11 80 LED Low/20LED High |
| 2023*Sept 104755019 | 8/24/2023 | \$44.27 | 7/12-8/11 Chieri Ct Pump |
| 2023*Sept 104755020 | 8/24/2023 | \$676.29 | 7/12-8/11 Well #5 |
| 2023*Sept 104755021 | 8/24/2023 | \$128.47 | 7/12-8/11 Jefferson Pump |
| 2023*Sept 104755022 | 8/24/2023 | \$159.54 | 7/12-8/11 Rush Rd Pump |
| 2023*Sept 104755023 | 8/24/2023 | \$51.96 | 7/12-8/11 Rowell St Pump |
| 2023*Sept 104755024 | 8/24/2023 | \$104.97 | 7/12-8/11 Well #2 |
| 2023*Sept 104755025 | 8/24/2023 | \$173.15 | 7/12-8/11 W Washington Pump |
| 2023*Sept 104755026 | 8/31/2023 | \$40.30 | 7/19-8/23 Koontz Rd Light |
| 2023*Sept 10475509 | 8/24/2023 | \$38.63 | 7/12-8/11 Park Concessions |
| 2023*Sept 1047558003 | 8/24/2023 | \$34.60 | 7/12-8/11 2nd St Triangle |
| 2023*Sept 115588001 | 8/24/2023 | \$58.38 | 7/12-8/11 Rathburn |
| 2023*Sept 115588002 | 8/24/2023 | \$37.76 | 7/12-8/11 4th & Stella |
| 2023*Sept 124227002 | 8/31/2023 | \$532.63 | 7/19-8/23 Well #6 |
| 2023*Sept 124227003 | 8/24/2023 | \$261.87 | 7/12-8/11 City Hall |
| 2023*Sept 128323001 | 8/24/2023 | \$30.54 | 7/12-8/11 Amphitheater |
| 2023*Sept 128578001 | 8/31/2023 | \$44.72 | 7/19-8/23 Rush Rd light |
| 2023*Sept 128578002 | 8/31/2023 | \$38.08 | 7/19-8/23 Hamilton Rd light |
| 2023*Sept 128578003 | 8/24/2023 | \$35.17 | 7/12-8/11 Sommerville |
| 2023*Sept 128578004 | 8/24/2023 | \$36.46 | 7/12-8/11 7th Ave Security |
| Reference Number: 38514 INVPR118959 | Lexipol, LLC 9/1/2023 | \$463.50 | \$463.50 Police One Academy Annual for 5 |
| Reference Number: 38515 005570528 | Mountain Mist 8/29/2023 | \$4.32 | \$4.32 Water Cooler Rental 2023* July |
| Reference Number: 38516 INV-2155 | Mrs. Klean Janitorial 9/1/2023 | \$634.00 | \$634.00 2023 -September Clean City Hall |
| Reference Number: 38517 | Olympic Mountain Polygraph | \$1,000.00 | |

| Reference | Date | Amount | Notes |
|--------------------------------|------------------------------|-----------------|--------------------------------------|
| INV-000011 | 8/26/2023 | \$1,000.00 | Case # 23F0743 |
| Reference Number: 38518 | Pete Hinton | \$60.00 | |
| 2023*Aug Interpreter | 9/5/2023 | \$60.00 | 2023*Aug Interpreter service |
| Reference Number: 38519 | Quill Corporation | \$18.33 | |
| 34250816 | 8/25/2023 | \$18.33 | wireless keyboard court room |
| Reference Number: 38520 | Sweeny's Ace Hardware | \$460.00 | |
| 905014 | 8/2/2023 | \$26.94 | Water line Pipe Galv 2"x18" |
| 905025 | 8/2/2023 | \$10.34 | Brake Fluid PW truck |
| 905028 | 8/2/2023 | \$5.11 | Ear Plug |
| 905125 | 8/3/2023 | \$3.65 | Gray Patio Square |
| 905126 | 8/3/2023 | \$21.54 | Galv nipple and coupling |
| 905169 | 8/3/2023 | \$32.31 | bibb hose bushing/adapter |
| 905177 | 8/4/2023 | \$17.44 | primer pvc/cement lovoc |
| 905235 | 8/4/2023 | \$9.69 | q connect |
| 905631 | 8/8/2023 | \$26.50 | 55 G bags/clorox wipes |
| 905756 | 8/8/2023 | \$0.00 | |
| 90576 | 8/8/2023 | \$7.23 | Tarp Strap Rubber |
| 905849 | 8/9/2023 | \$75.46 | 200 Ear plugs |
| 905850 | 8/9/2023 | \$20.23 | primer/coupling/adapter |
| 905885 | 8/10/2023 | \$46.22 | Chain oil S hook |
| 905926 | 8/10/2023 | \$10.77 | Cableties pak 100 |
| 906025 | 8/11/2023 | \$18.32 | Stop & waste valve |
| 906030 | 8/11/2023 | \$20.46 | kinkfree hose/coupler |
| 906446 | 8/15/2023 | \$3.00 | wire rope clip |
| 906688 | 8/18/2023 | \$4.30 | View Street Waterleak coupler |
| 906695 | 8/18/2023 | \$21.50 | Hose clamps/couplers |
| 906717 | 8/18/2023 | \$39.99 | clamps/Coupler View Street Waterleak |
| 907207 | 8/23/2023 | \$10.34 | Brake fluid |
| 907388 | 8/24/2023 | \$18.32 | 55 G bags |
| 908008 | 8/31/2023 | \$10.34 | Brake fluid |

| Reference | Date | Amount | Notes |
|--|--|--------------------|--|
| Reference Number: 38521 INV336997 | Tedder Industries LLC 8/29/2023 | \$738.64 | \$738.64 4 Duty Holsters |
| Reference Number: 38522 10032744 | Toledotel 9/1/2023 | \$350.62 | \$350.62 2023 Sept 1-31 |
| Reference Number: 38523 0595499980 0598502005 0599988960 | US Cellular 8/12/2023 8/12/2023 8/20/2023 | \$1,173.32 | \$187.61 2023 *7/12-8/11 US Cell Phone PW \$938.42 2023- 8/12-9/11 US Cell Phone PD/PW ho \$47.29 2023-8/20-9/19 US Cell Phone Treasurer |
| Reference Number: 38524 2023*Sept Judge | Vander Stoep, Blinks, Jones & Unzelman 9/5/2023 | \$1,100.00 | \$1,100.00 2023-Sept Judge |
| Reference Number: 38525 09-13115 | Vision Municipal Solution 8/25/2023 | \$741.09 | \$741.09 June/July Postage utility Bills |
| Reference Number: 38526 I2400901 | Washington State Patrol 9/1/2023 | \$26.50 | \$26.50 CPL Background Checks Chisnell and Den |
| Reference Number: Aug 1-15, 2023 ACH Pay - 14798 ACH Pay - 14799 ACH Pay - 14800 ACH Pay - 14802 ACH Pay - 14803 ACH Pay - 14804 ACH Pay - 14805 ACH Pay - 14806 ACH Pay - 14807 ACH Pay - 14808 ACH Pay - 14809 | Payroll Vendor 8/16/2023 8/16/2023 8/16/2023 8/16/2023 8/16/2023 8/16/2023 8/16/2023 8/16/2023 8/16/2023 8/16/2023 8/16/2023 | \$36,196.07 | \$3,262.75 \$1,618.36 \$1,624.03 \$2,311.90 \$2,055.17 \$2,067.11 \$2,328.18 \$1,537.80 \$2,387.53 \$2,865.15 \$1,747.57 |

| Reference | Date | Amount | Notes |
|--|--|--------------------|-------|
| ACH Pay - 14810 | 8/16/2023 | \$2,483.01 | |
| ACH Pay - 14811 | 8/16/2023 | \$1,268.10 | |
| ACH Pay - 14812 | 8/16/2023 | \$2,007.00 | |
| ACH Pay - 14813 | 8/16/2023 | \$2,282.58 | |
| ACH Pay - 14814 | 8/16/2023 | \$1,896.50 | |
| ACH Pay - 14815 | 8/16/2023 | \$2,453.33 | |
| Reference Number: Aug 16-31, 2023 | Payroll Vendor | \$35,483.40 | |
| ACH Pay - 14816 | 9/1/2023 | \$3,166.74 | |
| ACH Pay - 14817 | 9/1/2023 | \$1,512.66 | |
| ACH Pay - 14818 | 9/1/2023 | \$1,623.20 | |
| ACH Pay - 14819 | 9/1/2023 | \$2,447.45 | |
| ACH Pay - 14820 | 9/1/2023 | \$2,312.62 | |
| ACH Pay - 14821 | 9/1/2023 | \$2,050.45 | |
| ACH Pay - 14822 | 9/1/2023 | \$2,068.40 | |
| ACH Pay - 14823 | 9/1/2023 | \$2,244.71 | |
| ACH Pay - 14824 | 9/1/2023 | \$1,537.33 | |
| ACH Pay - 14825 | 9/1/2023 | \$2,080.67 | |
| ACH Pay - 14826 | 9/1/2023 | \$2,864.55 | |
| ACH Pay - 14827 | 9/1/2023 | \$1,863.70 | |
| ACH Pay - 14828 | 9/1/2023 | \$1,876.23 | |
| ACH Pay - 14829 | 9/1/2023 | \$1,893.94 | |
| ACH Pay - 14830 | 9/1/2023 | \$1,762.55 | |
| ACH Pay - 14831 | 9/1/2023 | \$2,281.93 | |
| ACH Pay - 14832 | 9/1/2023 | \$1,896.27 | |
| Reference Number: EFT*20230901 | Nationwide Retirement Solutions | \$6,209.64 | |
| Deferred Comp - 14798 | 8/16/2023 | \$150.00 | |
| Deferred Comp - 14799 | 8/16/2023 | \$150.00 | |
| Deferred Comp - 14800 | 8/16/2023 | \$100.00 | |
| Deferred Comp - 14802 | 8/16/2023 | \$300.00 | |
| Deferred Comp - 14803 | 8/16/2023 | \$294.88 | |
| Deferred Comp - 14805 | 8/16/2023 | \$50.00 | |

| Reference | Date | Amount | Notes |
|-----------------------------|-----------|----------|-------|
| Deferred Comp - 14806 | 8/16/2023 | \$100.00 | |
| Deferred Comp - 14807 | 8/16/2023 | \$50.00 | |
| Deferred Comp - 14808 | 8/16/2023 | \$150.00 | |
| Deferred Comp - 14809 | 8/16/2023 | \$200.00 | |
| Deferred Comp - 14810 | 8/16/2023 | \$100.00 | |
| Deferred Comp - 14812 | 8/16/2023 | \$25.00 | |
| Deferred Comp - 14813 | 8/16/2023 | \$300.00 | |
| Deferred Comp - 14814 | 8/16/2023 | \$100.00 | |
| Deferred Comp - 14816 | 9/1/2023 | \$150.00 | |
| Deferred Comp - 14817 | 9/1/2023 | \$150.00 | |
| Deferred Comp - 14818 | 9/1/2023 | \$100.00 | |
| Deferred Comp - 14820 | 9/1/2023 | \$300.00 | |
| Deferred Comp - 14821 | 9/1/2023 | \$294.88 | |
| Deferred Comp - 14823 | 9/1/2023 | \$50.00 | |
| Deferred Comp - 14824 | 9/1/2023 | \$100.00 | |
| Deferred Comp - 14825 | 9/1/2023 | \$50.00 | |
| Deferred Comp - 14826 | 9/1/2023 | \$150.00 | |
| Deferred Comp - 14827 | 9/1/2023 | \$200.00 | |
| Deferred Comp - 14828 | 9/1/2023 | \$100.00 | |
| Deferred Comp - 14830 | 9/1/2023 | \$25.00 | |
| Deferred Comp - 14831 | 9/1/2023 | \$300.00 | |
| Deferred Comp - 14832 | 9/1/2023 | \$100.00 | |
| Deferred Comp Match - 14816 | 9/1/2023 | \$150.00 | |
| Deferred Comp Match - 14817 | 9/1/2023 | \$150.00 | |
| Deferred Comp Match - 14818 | 9/1/2023 | \$100.00 | |
| Deferred Comp Match - 14820 | 9/1/2023 | \$300.00 | |
| Deferred Comp Match - 14821 | 9/1/2023 | \$294.88 | |
| Deferred Comp Match - 14823 | 9/1/2023 | \$50.00 | |
| Deferred Comp Match - 14824 | 9/1/2023 | \$100.00 | |
| Deferred Comp Match - 14825 | 9/1/2023 | \$50.00 | |
| Deferred Comp Match - 14826 | 9/1/2023 | \$150.00 | |
| Deferred Comp Match - 14827 | 9/1/2023 | \$200.00 | |
| Deferred Comp Match - 14828 | 9/1/2023 | \$100.00 | |

| Reference | Date | Amount | Notes |
|---------------------------------------|--|--------------------|--------------------------------|
| Deferred Comp Match - 14830 | 9/1/2023 | \$25.00 | |
| Deferred Comp Match - 14831 | 9/1/2023 | \$300.00 | |
| Deferred Comp Match - 14832 | 9/1/2023 | \$100.00 | |
| Reference Number: EFT*20230902 | Invoice Cloud Inc | \$15.00 | |
| 3636-2023_3 | 3/31/2023 | \$15.00 | 2023*Mar IC fee |
| Reference Number: EFT*20230903 | Invoice Cloud Inc | \$160.00 | |
| 3636-2023_4 | 4/30/2023 | \$160.00 | 2023*Apr IC Fees |
| Reference Number: EFT*20230904 | Invoice Cloud Inc | \$160.25 | |
| 3636-2023_5 | 5/31/2023 | \$160.25 | 2023*May IC fee |
| Reference Number: EFT*20230905 | Invoice Cloud Inc | \$189.00 | |
| 3636-2023_6 | 6/30/2023 | \$189.00 | 2023*Jun IC fee |
| Reference Number: EFT*20230906 | Invoice Cloud Inc | \$170.00 | |
| 3636-2023_7 | 7/31/2023 | \$170.00 | 2023*Jul IC Fee |
| Reference Number: EFT*20230907 | USDA Rural Develop Office | \$11,355.00 | |
| 2023-June USDA Water Loan | 6/20/2023 | \$11,355.00 | Water Reservoir Loan 2023 June |
| Reference Number: EFT*20230908 | Nationwide Retirement Solutions | \$6,209.64 | |
| Deferred Comp - 14760 | 7/18/2023 | \$150.00 | |
| Deferred Comp - 14761 | 7/18/2023 | \$150.00 | |
| Deferred Comp - 14762 | 7/18/2023 | \$100.00 | |
| Deferred Comp - 14764 | 7/18/2023 | \$300.00 | |
| Deferred Comp - 14765 | 7/18/2023 | \$294.88 | |
| Deferred Comp - 14767 | 7/18/2023 | \$50.00 | |
| Deferred Comp - 14768 | 7/18/2023 | \$100.00 | |
| Deferred Comp - 14769 | 7/18/2023 | \$50.00 | |
| Deferred Comp - 14770 | 7/18/2023 | \$150.00 | |
| Deferred Comp - 14771 | 7/18/2023 | \$200.00 | |

| Reference | Date | Amount | Notes |
|-----------------------------|-----------|----------|-------|
| Deferred Comp - 14772 | 7/18/2023 | \$100.00 | |
| Deferred Comp - 14774 | 7/18/2023 | \$25.00 | |
| Deferred Comp - 14775 | 7/18/2023 | \$300.00 | |
| Deferred Comp - 14776 | 7/18/2023 | \$100.00 | |
| Deferred Comp - 14779 | 8/1/2023 | \$150.00 | |
| Deferred Comp - 14780 | 8/1/2023 | \$100.00 | |
| Deferred Comp - 14782 | 8/1/2023 | \$300.00 | |
| Deferred Comp - 14783 | 8/1/2023 | \$294.88 | |
| Deferred Comp - 14785 | 8/1/2023 | \$50.00 | |
| Deferred Comp - 14786 | 8/1/2023 | \$100.00 | |
| Deferred Comp - 14787 | 8/1/2023 | \$50.00 | |
| Deferred Comp - 14788 | 8/1/2023 | \$150.00 | |
| Deferred Comp - 14789 | 8/1/2023 | \$200.00 | |
| Deferred Comp - 14790 | 8/1/2023 | \$100.00 | |
| Deferred Comp - 14792 | 8/1/2023 | \$25.00 | |
| Deferred Comp - 14793 | 8/1/2023 | \$300.00 | |
| Deferred Comp - 14794 | 8/1/2023 | \$100.00 | |
| Deferred Comp - 14796 | 8/1/2023 | \$150.00 | |
| Deferred Comp Match - 14779 | 8/1/2023 | \$150.00 | |
| Deferred Comp Match - 14780 | 8/1/2023 | \$100.00 | |
| Deferred Comp Match - 14782 | 8/1/2023 | \$300.00 | |
| Deferred Comp Match - 14783 | 8/1/2023 | \$294.88 | |
| Deferred Comp Match - 14785 | 8/1/2023 | \$50.00 | |
| Deferred Comp Match - 14786 | 8/1/2023 | \$100.00 | |
| Deferred Comp Match - 14787 | 8/1/2023 | \$50.00 | |
| Deferred Comp Match - 14788 | 8/1/2023 | \$150.00 | |
| Deferred Comp Match - 14789 | 8/1/2023 | \$200.00 | |
| Deferred Comp Match - 14790 | 8/1/2023 | \$100.00 | |
| Deferred Comp Match - 14792 | 8/1/2023 | \$25.00 | |
| Deferred Comp Match - 14793 | 8/1/2023 | \$300.00 | |
| Deferred Comp Match - 14794 | 8/1/2023 | \$100.00 | |
| Deferred Comp Match - 14796 | 8/1/2023 | \$150.00 | |

| Reference | Date | Amount | Notes |
|---------------------------------------|--|--------------------|-------|
| Reference Number: EFT*20230909 | Vimly Benefit Solutions, Inc | \$17,022.16 | |
| Elwood - Aug Medical | 8/14/2023 | \$742.50 | |
| Medical Dental - 14770 | 7/18/2023 | \$46.56 | |
| Medical Dental - 14771 | 7/18/2023 | \$335.42 | |
| Medical Dental - 14775 | 7/18/2023 | \$15.67 | |
| Medical Dental - 14776 | 7/18/2023 | \$263.14 | |
| Medical Dental - 14788 | 8/1/2023 | \$46.56 | |
| Medical Dental - 14789 | 8/1/2023 | \$335.42 | |
| Medical Dental - 14793 | 8/1/2023 | \$15.67 | |
| Medical Dental - 14794 | 8/1/2023 | \$263.14 | |
| Medical/Dental - 14779 | 8/1/2023 | \$929.84 | |
| Medical/Dental - 14780 | 8/1/2023 | \$929.84 | |
| Medical/Dental - 14781 | 8/1/2023 | \$929.84 | |
| Medical/Dental - 14782 | 8/1/2023 | \$929.84 | |
| Medical/Dental - 14783 | 8/1/2023 | \$929.84 | |
| Medical/Dental - 14784 | 8/1/2023 | \$929.84 | |
| Medical/Dental - 14785 | 8/1/2023 | \$929.84 | |
| Medical/Dental - 14786 | 8/1/2023 | \$929.84 | |
| Medical/Dental - 14787 | 8/1/2023 | \$929.84 | |
| Medical/Dental - 14788 | 8/1/2023 | \$950.00 | |
| Medical/Dental - 14789 | 8/1/2023 | \$950.00 | |
| Medical/Dental - 14790 | 8/1/2023 | \$929.84 | |
| Medical/Dental - 14792 | 8/1/2023 | \$929.84 | |
| Medical/Dental - 14793 | 8/1/2023 | \$950.00 | |
| Medical/Dental - 14794 | 8/1/2023 | \$950.00 | |
| Medical/Dental - 14796 | 8/1/2023 | \$929.84 | |
| Reference Number: EFT*20230910 | Dept of Treasury Internal Revenue Service | \$163.66 | |
| Federal Income Tax - 14797 | 8/10/2023 | \$135.48 | |
| Medicare - 14797 (1) | 8/10/2023 | \$14.09 | |
| Medicare - 14797 (2) | 8/10/2023 | \$14.09 | |
| Reference Number: EFT*20230911 | Centurylink | \$56.32 | |

| Reference | Date | Amount | Notes |
|---------------------------------------|--|--------------------|---|
| 2023*May 206-T21-6528 954 | 5/20/2023 | \$56.32 | 2023 - Well Telemetry 206T21 Apr 20- Ma |
| Reference Number: EFT*20230912 | Centurylink | \$56.32 | |
| 2023*April 206-T21-6528 954 | 4/28/2023 | \$56.32 | 2023 - Well Telemetry 206T21 Mar 20-Apr |
| Reference Number: EFT*20230913 | Dept of Licensing Firearms Desk | \$36.00 | |
| 2023*3/07 | 3/7/2023 | \$36.00 | 2 CPL's |
| Reference Number: EFT*20230914 | Staples Credit Plan | \$59.28 | |
| 9911027398 | 2/28/2023 | \$59.28 | Netgear 8 port Council |
| Reference Number: EFT*20230915 | Dept of Revenue | \$491.40 | |
| 2023*Aug DOR Taxes | 8/23/2023 | \$491.40 | DOR Taxes |
| Reference Number: EFT*20230916 | USDA Rural Develop Office | \$29,914.00 | |
| 2023*Aug USDA City Hall Payment | 8/18/2023 | \$29,914.00 | |
| Reference Number: EFT*20230917 | Dept of Licensing Firearms Desk | \$36.00 | |
| 2023*Aug Chisnell | 8/21/2023 | \$18.00 | Chisnell NV 0000066 |
| 2023*Aug Dennis | 8/21/2023 | \$18.00 | Dennis NV0000067 |
| Reference Number: EFT*20230918 | US Bank NA Cincinnati | \$15.00 | |
| 2023*Aug 3135Go5Ro | 8/10/2023 | \$15.00 | 2023 - Aug 3135G05R0 Bond Fee |
| Reference Number: EFT*20230919 | US Bank NA Cincinnati | \$15.00 | |
| 2023*Aug 3136G4H22 | 8/12/2023 | \$15.00 | 2023 - Aug 3136G4H22 Bond Fee |
| Reference Number: EFT*20230920 | US Bank NA Cincinnati | \$15.00 | |
| 2023*Aug 3130ALCB8 | 8/24/2023 | \$15.00 | 2023 - Aug 3130ALCB8 Bond Fee |
| Reference Number: EFT*20230921 | US Cellular | \$54.73 | |
| 0596185673 | 8/2/2023 | \$54.73 | 2023- US Cell Phone Mayor 7/2-8/1 |

| Reference | Date | Amount | Notes |
|---------------------------------------|--|--------------------|---------------------------------------|
| Reference Number: EFT*20230922 | DE Lage Landen Financial Services | \$463.54 | |
| 80593213 | 8/6/2023 | \$463.54 | 2023 - 8/1-8/31 Sharp MX3071 |
| Reference Number: EFT*20230923 | WAVE | \$91.27 | |
| 032768701=0010341 | 8/23/2023 | \$91.27 | 2023- 8/23-9/22 WAVE Phone & Internet |
| Reference Number: EFT*20230924 | WAVE | \$141.97 | |
| 104979801-0010332 | 8/17/2023 | \$141.97 | 2023- 8/19-9/18 WAVE Phone & Internet |
| Reference Number: EFT*20230925 | WAVE | \$121.87 | |
| 032776101-0010332 | 8/17/2023 | \$121.87 | 2023- 8/19-9/18 WAVE |
| Reference Number: EFT*20230926 | AFLAC Remittance Processing | \$543.20 | |
| Aflac - 14798 | 8/16/2023 | \$32.36 | |
| Aflac - 14802 | 8/16/2023 | \$27.17 | |
| Aflac - 14816 | 9/1/2023 | \$32.37 | |
| Aflac - 14820 | 9/1/2023 | \$27.17 | |
| Aflac Disability - 14802 | 8/16/2023 | \$47.84 | |
| Aflac Disability - 14808 | 8/16/2023 | \$95.68 | |
| Aflac Disability - 14813 | 8/16/2023 | \$68.54 | |
| Aflac Disability - 14820 | 9/1/2023 | \$47.84 | |
| Aflac Disability - 14826 | 9/1/2023 | \$95.68 | |
| Aflac Disability - 14831 | 9/1/2023 | \$68.55 | |
| Reference Number: EFT*20230927 | Vimly Benefit Solutions, Inc | \$17,022.16 | |
| Elwood Sept 2023 Ins | 9/6/2023 | \$742.50 | |
| Medical Dental - 14808 | 8/16/2023 | \$46.56 | |
| Medical Dental - 14809 | 8/16/2023 | \$335.42 | |
| Medical Dental - 14813 | 8/16/2023 | \$15.67 | |
| Medical Dental - 14814 | 8/16/2023 | \$263.14 | |
| Medical Dental - 14826 | 9/1/2023 | \$46.56 | |
| Medical Dental - 14827 | 9/1/2023 | \$335.42 | |
| Medical Dental - 14831 | 9/1/2023 | \$15.67 | |

| Reference | Date | Amount | Notes |
|---------------------------------------|---|-----------------|-------|
| Medical Dental - 14832 | 9/1/2023 | \$263.14 | |
| Medical/Dental - 14816 | 9/1/2023 | \$929.84 | |
| Medical/Dental - 14817 | 9/1/2023 | \$929.84 | |
| Medical/Dental - 14818 | 9/1/2023 | \$929.84 | |
| Medical/Dental - 14819 | 9/1/2023 | \$929.84 | |
| Medical/Dental - 14820 | 9/1/2023 | \$929.84 | |
| Medical/Dental - 14821 | 9/1/2023 | \$929.84 | |
| Medical/Dental - 14822 | 9/1/2023 | \$929.84 | |
| Medical/Dental - 14823 | 9/1/2023 | \$929.84 | |
| Medical/Dental - 14824 | 9/1/2023 | \$929.84 | |
| Medical/Dental - 14825 | 9/1/2023 | \$929.84 | |
| Medical/Dental - 14826 | 9/1/2023 | \$950.00 | |
| Medical/Dental - 14827 | 9/1/2023 | \$950.00 | |
| Medical/Dental - 14828 | 9/1/2023 | \$929.84 | |
| Medical/Dental - 14830 | 9/1/2023 | \$929.84 | |
| Medical/Dental - 14831 | 9/1/2023 | \$950.00 | |
| Medical/Dental - 14832 | 9/1/2023 | \$950.00 | |
| Reference Number: EFT*20230928 | Washington Teamsters Welfare Trust | \$273.60 | |
| Vision Insurance - 14808 | 8/16/2023 | \$8.55 | |
| Vision Insurance - 14809 | 8/16/2023 | \$8.55 | |
| Vision Insurance - 14813 | 8/16/2023 | \$8.55 | |
| Vision Insurance - 14814 | 8/16/2023 | \$8.55 | |
| Vision Insurance - 14816 | 9/1/2023 | \$17.10 | |
| Vision Insurance - 14817 | 9/1/2023 | \$17.10 | |
| Vision Insurance - 14818 | 9/1/2023 | \$17.10 | |
| Vision Insurance - 14819 | 9/1/2023 | \$17.10 | |
| Vision Insurance - 14820 | 9/1/2023 | \$17.10 | |
| Vision Insurance - 14821 | 9/1/2023 | \$17.10 | |
| Vision Insurance - 14822 | 9/1/2023 | \$17.10 | |
| Vision Insurance - 14823 | 9/1/2023 | \$17.10 | |
| Vision Insurance - 14824 | 9/1/2023 | \$17.10 | |
| Vision Insurance - 14825 | 9/1/2023 | \$17.10 | |

| Reference | Date | Amount | Notes |
|---------------------------------------|--|-------------------|-----------------------|
| Vision Insurance - 14826 | 9/1/2023 | \$8.55 | |
| Vision Insurance - 14827 | 9/1/2023 | \$8.55 | |
| Vision Insurance - 14828 | 9/1/2023 | \$17.10 | |
| Vision Insurance - 14830 | 9/1/2023 | \$17.10 | |
| Vision Insurance - 14831 | 9/1/2023 | \$8.55 | |
| Vision Insurance - 14832 | 9/1/2023 | \$8.55 | |
| Reference Number: EFT*20230929 | Dept of Treasury Internal Revenue Service | \$7,560.68 | Total w/163.66 |
| Federal Income Tax - 14798 | 8/16/2023 | \$730.52 | |
| Federal Income Tax - 14799 | 8/16/2023 | \$289.85 | |
| Federal Income Tax - 14800 | 8/16/2023 | \$149.15 | |
| Federal Income Tax - 14802 | 8/16/2023 | \$372.67 | |
| Federal Income Tax - 14803 | 8/16/2023 | \$252.84 | |
| Federal Income Tax - 14804 | 8/16/2023 | \$351.85 | |
| Federal Income Tax - 14805 | 8/16/2023 | \$257.50 | |
| Federal Income Tax - 14806 | 8/16/2023 | \$201.54 | |
| Federal Income Tax - 14807 | 8/16/2023 | \$487.99 | |
| Federal Income Tax - 14808 | 8/16/2023 | \$650.21 | |
| Federal Income Tax - 14809 | 8/16/2023 | \$151.09 | |
| Federal Income Tax - 14810 | 8/16/2023 | \$521.14 | |
| Federal Income Tax - 14811 | 8/16/2023 | \$154.64 | |
| Federal Income Tax - 14812 | 8/16/2023 | \$216.98 | |
| Federal Income Tax - 14813 | 8/16/2023 | \$441.05 | |
| Federal Income Tax - 14814 | 8/16/2023 | \$143.69 | |
| Federal Income Tax - 14815 | 8/16/2023 | \$507.27 | |
| Medicare - 14798 (1) | 8/16/2023 | \$69.16 | |
| Medicare - 14798 (2) | 8/16/2023 | \$69.16 | |
| Medicare - 14799 (1) | 8/16/2023 | \$37.34 | |
| Medicare - 14799 (2) | 8/16/2023 | \$37.34 | |
| Medicare - 14800 (1) | 8/16/2023 | \$30.63 | |
| Medicare - 14800 (2) | 8/16/2023 | \$30.63 | |
| Medicare - 14802 (1) | 8/16/2023 | \$48.85 | |
| Medicare - 14802 (2) | 8/16/2023 | \$48.85 | |

| Reference | Date | Amount | Notes |
|---------------------------------------|--|-------------------|-------|
| Medicare - 14803 (1) | 8/16/2023 | \$42.10 | |
| Medicare - 14803 (2) | 8/16/2023 | \$42.10 | |
| Medicare - 14804 (1) | 8/16/2023 | \$39.25 | |
| Medicare - 14804 (2) | 8/16/2023 | \$39.25 | |
| Medicare - 14805 (1) | 8/16/2023 | \$43.00 | |
| Medicare - 14805 (2) | 8/16/2023 | \$43.00 | |
| Medicare - 14806 (1) | 8/16/2023 | \$30.08 | |
| Medicare - 14806 (2) | 8/16/2023 | \$30.08 | |
| Medicare - 14807 (1) | 8/16/2023 | \$48.95 | |
| Medicare - 14807 (2) | 8/16/2023 | \$48.95 | |
| Medicare - 14808 (1) | 8/16/2023 | \$61.89 | |
| Medicare - 14808 (2) | 8/16/2023 | \$61.89 | |
| Medicare - 14809 (1) | 8/16/2023 | \$39.90 | |
| Medicare - 14809 (2) | 8/16/2023 | \$39.90 | |
| Medicare - 14810 (1) | 8/16/2023 | \$51.86 | |
| Medicare - 14810 (2) | 8/16/2023 | \$51.86 | |
| Medicare - 14811 (1) | 8/16/2023 | \$22.97 | |
| Medicare - 14811 (2) | 8/16/2023 | \$22.97 | |
| Medicare - 14812 (1) | 8/16/2023 | \$37.74 | |
| Medicare - 14812 (2) | 8/16/2023 | \$37.74 | |
| Medicare - 14813 (1) | 8/16/2023 | \$49.83 | |
| Medicare - 14813 (2) | 8/16/2023 | \$49.83 | |
| Medicare - 14814 (1) | 8/16/2023 | \$39.10 | |
| Medicare - 14814 (2) | 8/16/2023 | \$39.10 | |
| Medicare - 14815 (1) | 8/16/2023 | \$49.49 | |
| Medicare - 14815 (2) | 8/16/2023 | \$49.49 | |
| Social Security Tax - 14811 (1) | 8/16/2023 | \$98.21 | |
| Social Security Tax - 14811 (2) | 8/16/2023 | \$98.21 | |
| Reference Number: EFT*20230930 | Dept of Treasury Internal Revenue Service | \$7,355.71 | |
| Federal Income Tax - 14816 | 9/1/2023 | \$696.48 | |
| Federal Income Tax - 14817 | 9/1/2023 | \$255.20 | |
| Federal Income Tax - 14818 | 9/1/2023 | \$149.15 | |

| Reference | Date | Amount | Notes |
|----------------------------|----------|----------|-------|
| Federal Income Tax - 14819 | 9/1/2023 | \$506.34 | |
| Federal Income Tax - 14820 | 9/1/2023 | \$372.67 | |
| Federal Income Tax - 14821 | 9/1/2023 | \$252.84 | |
| Federal Income Tax - 14822 | 9/1/2023 | \$351.85 | |
| Federal Income Tax - 14823 | 9/1/2023 | \$244.60 | |
| Federal Income Tax - 14824 | 9/1/2023 | \$201.54 | |
| Federal Income Tax - 14825 | 9/1/2023 | \$382.84 | |
| Federal Income Tax - 14826 | 9/1/2023 | \$650.21 | |
| Federal Income Tax - 14827 | 9/1/2023 | \$169.09 | |
| Federal Income Tax - 14828 | 9/1/2023 | \$317.34 | |
| Federal Income Tax - 14829 | 9/1/2023 | \$290.30 | |
| Federal Income Tax - 14830 | 9/1/2023 | \$178.46 | |
| Federal Income Tax - 14831 | 9/1/2023 | \$441.05 | |
| Federal Income Tax - 14832 | 9/1/2023 | \$143.69 | |
| Medicare - 14816 (1) | 9/1/2023 | \$67.11 | |
| Medicare - 14816 (2) | 9/1/2023 | \$67.11 | |
| Medicare - 14817 (1) | 9/1/2023 | \$35.05 | |
| Medicare - 14817 (2) | 9/1/2023 | \$35.05 | |
| Medicare - 14818 (1) | 9/1/2023 | \$30.63 | |
| Medicare - 14818 (2) | 9/1/2023 | \$30.63 | |
| Medicare - 14819 (1) | 9/1/2023 | \$49.43 | |
| Medicare - 14819 (2) | 9/1/2023 | \$49.43 | |
| Medicare - 14820 (1) | 9/1/2023 | \$48.85 | |
| Medicare - 14820 (2) | 9/1/2023 | \$48.85 | |
| Medicare - 14821 (1) | 9/1/2023 | \$42.10 | |
| Medicare - 14821 (2) | 9/1/2023 | \$42.10 | |
| Medicare - 14822 (1) | 9/1/2023 | \$39.25 | |
| Medicare - 14822 (2) | 9/1/2023 | \$39.25 | |
| Medicare - 14823 (1) | 9/1/2023 | \$41.44 | |
| Medicare - 14823 (2) | 9/1/2023 | \$41.44 | |
| Medicare - 14824 (1) | 9/1/2023 | \$30.08 | |
| Medicare - 14824 (2) | 9/1/2023 | \$30.08 | |
| Medicare - 14825 (1) | 9/1/2023 | \$42.02 | |

| Reference | Date | Amount | Notes |
|---------------------------------------|-----------------------------------|-------------------|-------|
| Medicare - 14825 (2) | 9/1/2023 | \$42.02 | |
| Medicare - 14826 (1) | 9/1/2023 | \$61.89 | |
| Medicare - 14826 (2) | 9/1/2023 | \$61.89 | |
| Medicare - 14827 (1) | 9/1/2023 | \$42.08 | |
| Medicare - 14827 (2) | 9/1/2023 | \$42.08 | |
| Medicare - 14828 (1) | 9/1/2023 | \$38.42 | |
| Medicare - 14828 (2) | 9/1/2023 | \$38.42 | |
| Medicare - 14829 (1) | 9/1/2023 | \$35.19 | |
| Medicare - 14829 (2) | 9/1/2023 | \$35.19 | |
| Medicare - 14830 (1) | 9/1/2023 | \$33.09 | |
| Medicare - 14830 (2) | 9/1/2023 | \$33.09 | |
| Medicare - 14831 (1) | 9/1/2023 | \$49.83 | |
| Medicare - 14831 (2) | 9/1/2023 | \$49.83 | |
| Medicare - 14832 (1) | 9/1/2023 | \$39.10 | |
| Medicare - 14832 (2) | 9/1/2023 | \$39.10 | |
| Social Security Tax - 14829 (1) | 9/1/2023 | \$150.47 | |
| Social Security Tax - 14829 (2) | 9/1/2023 | \$150.47 | |
| Reference Number: EFT*20230931 | Dept of Retirement Systems | \$7,627.42 | |
| Emp Rtmt - 14797 | 8/10/2023 | \$91.25 | |
| Emp Rtmt - 14798 | 8/16/2023 | \$250.94 | |
| Emp Rtmt - 14799 | 8/16/2023 | \$241.79 | |
| Emp Rtmt - 14800 | 8/16/2023 | \$198.37 | |
| Emp Rtmt - 14802 | 8/16/2023 | \$316.36 | |
| Emp Rtmt - 14803 | 8/16/2023 | \$272.61 | |
| Emp Rtmt - 14804 | 8/16/2023 | \$254.16 | |
| Emp Rtmt - 14805 | 8/16/2023 | \$278.46 | |
| Emp Rtmt - 14806 | 8/16/2023 | \$194.83 | |
| Emp Rtmt - 14807 | 8/16/2023 | \$177.98 | |
| Emp Rtmt - 14808 | 8/16/2023 | \$400.77 | |
| Emp Rtmt - 14809 | 8/16/2023 | \$258.39 | |
| Emp Rtmt - 14810 | 8/16/2023 | \$188.48 | |
| Emp Rtmt - 14812 | 8/16/2023 | \$136.76 | |

| Reference | Date | Amount | Notes |
|---------------------------------------|-----------------------------------|-------------------|-------|
| Emp Rtmt - 14813 | 8/16/2023 | \$322.68 | |
| Emp Rtmt - 14814 | 8/16/2023 | \$253.22 | |
| Emp Rtmt - 14815 | 8/16/2023 | \$178.78 | |
| Taxable Retirement - 14797 | 8/10/2023 | \$61.80 | |
| Taxable Retirement - 14798 | 8/16/2023 | \$403.88 | |
| Taxable Retirement - 14799 | 8/16/2023 | \$163.77 | |
| Taxable Retirement - 14800 | 8/16/2023 | \$134.36 | |
| Taxable Retirement - 14802 | 8/16/2023 | \$214.27 | |
| Taxable Retirement - 14803 | 8/16/2023 | \$184.65 | |
| Taxable Retirement - 14804 | 8/16/2023 | \$172.15 | |
| Taxable Retirement - 14805 | 8/16/2023 | \$188.60 | |
| Taxable Retirement - 14806 | 8/16/2023 | \$131.96 | |
| Taxable Retirement - 14807 | 8/16/2023 | \$286.44 | |
| Taxable Retirement - 14808 | 8/16/2023 | \$271.45 | |
| Taxable Retirement - 14809 | 8/16/2023 | \$175.01 | |
| Taxable Retirement - 14810 | 8/16/2023 | \$303.35 | |
| Taxable Retirement - 14812 | 8/16/2023 | \$220.10 | |
| Taxable Retirement - 14813 | 8/16/2023 | \$240.55 | |
| Taxable Retirement - 14814 | 8/16/2023 | \$171.51 | |
| Taxable Retirement - 14815 | 8/16/2023 | \$287.74 | |
| Reference Number: EFT*20230932 | Dept of Retirement Systems | \$7,193.64 | |
| Emp Rtmt - 14816 | 9/1/2023 | \$243.43 | |
| Emp Rtmt - 14817 | 9/1/2023 | \$227.00 | |
| Emp Rtmt - 14818 | 9/1/2023 | \$198.37 | |
| Emp Rtmt - 14819 | 9/1/2023 | \$178.03 | |
| Emp Rtmt - 14820 | 9/1/2023 | \$316.36 | |
| Emp Rtmt - 14821 | 9/1/2023 | \$272.61 | |
| Emp Rtmt - 14822 | 9/1/2023 | \$254.16 | |
| Emp Rtmt - 14823 | 9/1/2023 | \$268.36 | |
| Emp Rtmt - 14824 | 9/1/2023 | \$194.83 | |
| Emp Rtmt - 14825 | 9/1/2023 | \$151.72 | |
| Emp Rtmt - 14826 | 9/1/2023 | \$400.77 | |

| Reference | Date | Amount | Notes |
|----------------------------|----------|---------------------|-------|
| Emp Rtmt - 14827 | 9/1/2023 | \$272.47 | |
| Emp Rtmt - 14828 | 9/1/2023 | \$140.05 | |
| Emp Rtmt - 14830 | 9/1/2023 | \$119.08 | |
| Emp Rtmt - 14831 | 9/1/2023 | \$322.68 | |
| Emp Rtmt - 14832 | 9/1/2023 | \$253.22 | |
| Taxable Retirement - 14816 | 9/1/2023 | \$391.78 | |
| Taxable Retirement - 14817 | 9/1/2023 | \$153.75 | |
| Taxable Retirement - 14818 | 9/1/2023 | \$134.36 | |
| Taxable Retirement - 14819 | 9/1/2023 | \$286.52 | |
| Taxable Retirement - 14820 | 9/1/2023 | \$214.27 | |
| Taxable Retirement - 14821 | 9/1/2023 | \$184.65 | |
| Taxable Retirement - 14822 | 9/1/2023 | \$172.15 | |
| Taxable Retirement - 14823 | 9/1/2023 | \$181.77 | |
| Taxable Retirement - 14824 | 9/1/2023 | \$131.96 | |
| Taxable Retirement - 14825 | 9/1/2023 | \$244.18 | |
| Taxable Retirement - 14826 | 9/1/2023 | \$271.45 | |
| Taxable Retirement - 14827 | 9/1/2023 | \$184.55 | |
| Taxable Retirement - 14828 | 9/1/2023 | \$225.40 | |
| Taxable Retirement - 14830 | 9/1/2023 | \$191.65 | |
| Taxable Retirement - 14831 | 9/1/2023 | \$240.55 | |
| Taxable Retirement - 14832 | 9/1/2023 | \$171.51 | |
| TOTAL | | \$296,846.93 | |

| | | | | |
|-----------------------|------------|------------|---------------------|---------------------------|
| Accounts Payable | 69 | 122 | 102,088.92 | 38456,57,59-38526 |
| Payroll Vendors | 3 | 20 | 2,280.08 | 38458/38500-01 |
| Electronic Payments | 21 | 21 | 43,616.95 | EFT*20230902-7, 11-25 |
| Electronic Payroll | 11 | 80 | 77,181.51 | EFT*20230901/08-10/26-32 |
| ACH Direct Deposit | 17 | 17 | 36,196.07 | Direct Deposit 08/18/2023 |
| ACH Direct Deposit | 17 | 17 | 35,483.40 | Direct Deposit 09/05/2023 |
| Total Vouchers | 138 | 277 | \$296,846.93 | |

| Reference | Date | Amount Notes |
|-----------|------|--------------|
|-----------|------|--------------|

WE, THE FOLLOWING SIGNEES, APPROVE THE VOUCHERS FOR PAYMENT:

MAYOR: _____

TREASURER: _____

COUNCILOR #1: _____

COUNCILOR #2: _____

COUNCILOR #3: _____

COUNCILOR #4: _____

COUNCILOR #5: _____

Police Department - John Brockmueller _____

Public Works/Community Development - Bryan Morris _____

Court- Lacie Dewitt _____

City Clerk - Rachelle Denham: _____

DATED THIS DAY OF , 2023



| | |
|-----------------------------------|---------------------------------|
| Approved <input type="checkbox"/> | Denied <input type="checkbox"/> |
| Date Action Taken | |
| Attest: | |

**City of Napavine
Action Memorandum No. 23-18**

AM 23-18: Notice of Liquor License Renewal – Annie’s Napavine Country Market

Originator: Rachele Denham, City Clerk

Prepared Date: August 11, 2023

Agenda Date: September 12, 2023

| Route to: | Department Head | Signature | Date |
|-----------------|-----------------|-----------|------|
| X No Objections | Chief of Police | | |
| X No Objections | City Clerk | | |

Review by Mayor Shawn O’Neill: _____,

Attachment(s): Washington State Liquor and Cannabis Board Liquor License Renewal Applications list.

- 1) Annie’s Napavine Country Market expires November 30, 2023.

Fiscal Impact: yes no

Summary statement: The City received a letter from the Washington State Liquor and Cannabis Board a list of liquor license renewal applications in City of Napavine Jurisdiction.

Pursuant to RCW 66.24.010(8) allows the City to object to license renewal request.

To object to the liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis board (WA-LCB) Licensing Division

Objection letter must be received by the Boards Licensing Division at least 30 days prior to the license expiration date. If you need additional time, you must request that in writing.

Staff Recommendation:

- Approve: Annie’s Napavine Country Market liquor licenses renewal.

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 08/06/2023

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF NAPA VINE
(BY ZIP CODE) FOR EXPIRATION DATE OF 20231130

| LICENSEE | BUSINESS NAME AND ADDRESS | LICENSE NUMBER | PRIVILEGES |
|-------------------------|---|----------------|---------------------------|
| 1. NEW LIFE CORPORATION | ANNIE'S NAPA VINE COUNTRY MARKET 114 NW ALDER AVE STE G NAPA VINE WA 98565 0000 | 358816 | GROCERY STORE - BEER/WINE |



Washington State
Liquor and Cannabis Board
PO Box 43098,

, Olympia WA 98504-3098, (360) 664-1600

MAYOR OF NPAVINE
CITY HALL
NPAVINE, WA 98565



Washington State
Liquor and Cannabis Board

PO Box 43098

, Olympia WA 98504-3098, (360) 664-1600
www.liq.wa.gov Fax #: (360) 753-2710

August 06, 2023

Dear Local Authority:

RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

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

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date. If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

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

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

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

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

5) Procedure if Board Renews License Over Your Objection

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

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

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10



| | |
|-----------------------------------|---------------------------------|
| Approved <input type="checkbox"/> | Denied <input type="checkbox"/> |
| Date Action Taken | |
| Attest: | |

**City of Napavine
Action Memorandum No. 23-19**

AM 23-19: Notice of New Liquor License – ARCO AM-PM #7172

Originator: Rachele Denham, City Clerk

Prepared Date: September 1, 2023

Agenda Date: September 12, 2023

| Route to: | Department Head | Signature | Date |
|-----------------|-----------------|-----------|------|
| X No Objections | Chief of Police | | |
| X No Objections | City Clerk | | |

Review by Mayor Shawn O’Neill: _____,

Attachment(s): Washington State Liquor and Cannabis Board Liquor License Application.

- 1) ARCO AM-PM #7172.

Fiscal Impact: yes no

Summary statement: The City received a letter from the Washington State Liquor and Cannabis Board of a new liquor license applications in City of Napavine Jurisdiction.

Pursuant to RCW 66.24.010(8) allows the City to object to license renewal request.

To object to the liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis board (WA-LCB) Licensing Division

Objection letter must be received by the Boards Licensing Division at least 20 days from the date of the notice, 08/21/23. If you need additional time, you must request that in writing.

Staff Recommendation:

- Approve: new liquor license for ARCO AM-PM.



NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

License Division - P.O. Box 43098
Olympia, WA 98504-3098
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: <http://lcb.wa.gov>

TO: MAYOR OF NAPA VINE
RE: NEW APPLICATION

RETURN TO: localauthority@sp.lcb.wa.gov

DATE: 8/21/23

UBI: 604-234-810-001-0013

License: 435405 - 2Q County: 21
Tradename: ARCO AM/PM #7172

APPLICANTS:

PNWRM, LLC

Loc Addr: 1235 RUSH RD
NAPA VINE WA 98532-8822

ELLIOTT, DIANE JUNE

(Spouse) 1956-02-26

Mail Addr: 8924 E PINNACLE PEAK RD STE G5
SCOTTSDALE AZ 85255-3663

MURGASH, MARK JOHN

1968-09-26

Phone No.: 623-910-1520 BOBBIE LASON

MURGASH, TRACY LEIGH

(Spouse) 1969-03-18

STRENK, DONALD GEORGE

1956-03-20

Privileges Applied For:
GROCERY STORE - BEER/WINE

As required by RCW 66.24.010(8), the Liquor and Cannabis Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI desk at (360) 664-1724.

- | | YES | NO |
|---|-------------------------------------|--------------------------|
| 1. Do you approve of applicant? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

9/30/2023
DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

August 22, 2023



City of Napavine
PO Box 810
Napavine, WA 98565

RE: Contract Documents for Mayme Shaddock Park Picnic Shelter

Attached please find the signed contract and insurance for the above project. Please let us know if you need anything further.

Sincerely,

Jennifer Garrett
KR HOMES, LLC.
publicworks@krhomes.org
360-606-9973



407 Birch Ave SW, PO Box 810 Napavine, WA 98565

Phone: (360) 262-9344 Fax: (360) 262-9199

www.cityofnapavine.com

AGREEMENT

THIS AGREEMENT, made this 17 day of August, 2023 by and between City of Napavine, hereinafter called CONTRACTING AGENCY and KR Homes, LLC, doing business as a Limited Liability Company, hereinafter called CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned: The CONTRACTOR will commence and complete the construction of the **MAYME SHADDOCK PARK PICNIC SHELTER**.

The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS following the 10 calendar days after the NOTICE TO PROCEED is executed. If the CONTRACTOR starts work on the project at an earlier date, then the contract time shall begin on the first working day (7am to 10pm, M-F and 7am – 11pm Saturday/Sunday) when onsite work begins. The project shall be physically completed by December 31, 2023, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ \$745,189.00 or as shown in the BID schedule.

The term CONTRACT DOCUMENTS means and includes the following:

- A. Bid
- B. Bid Bond
- C. Agreement
- D. Current Version WSDOT Standard Specifications
- E. Amendments to the Standard Specifications
- F. Special Provisions
- G. Performance and Payment Bond
- H. Notice of Award
- I. Notice to Proceed
- J. Change Orders
- K. Specifications prepared or issued by the City of Napavine.
- L. Drawings and Plans prepared or issued by the City of Napavine.
- M. Addenda

No. 1 dated July 20, 2023.

No. 4 dated August 2, 2023.

No. 2 dated July 20, 2023.

No. 5 dated August 10, 2023.

No. 3 dated July 27, 2023.

No. 6 dated _____, 2023.

The CONTRACTING AGENCY will pay to the CONTRACTOR in the manner and at such times as set forth in the Standard Specifications such amounts as required by the CONTRACT DOCUMENTS. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.



407 Birch Ave SW, PO Box 810 Napavine, WA 98565
Phone: (360) 262-9344 Fax: (360) 262-9199
www.cityofnapavine.com

INDEMNIFICATION: The CONTRACTOR shall protect, indemnify, and save the CONTRACTING AGENCY, its officials, employees, agents, and volunteers harmless from and against any damage, cost, or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of CONTRACTOR, his employees, agents, or sub-contractors, howsoever caused. The CONTRACTOR will be responsible for any damages sustained by his employees to CONTRACTING AGENCY's equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the CONTRACTING AGENCY. This Indemnification provision in no way nullifies any required bonding by the CONTRACTOR.

INDEPENDENT STATUS OF CONTRACTOR: The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered, or construed, to be the employees or agents of the other party for any purpose whatsoever.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the CONTRACTING AGENCY, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in three (3) each of which shall be deemed an original on the date first above written.

OWNER: Contracting Agency
City of Napavine

By: _____

Name: Shawn O'Neill

Title: Mayor

(Seal)

ATTEST:

Name: _____

Address: _____

CONTRACTOR:

KR Homes, LLC

By: [Signature]

Name: Kurt Reddick

Title: Owner



407 Birch Ave SW, PO Box 810 Napavine, WA 98565
Phone: (360) 262-9344 Fax: (360) 262-9199
www.cityofnapavine.com



(Seal)

ATTEST:

Jennifer Garrett

Name: Jennifer Garrett

Address: Winlock, WA

Attest:

City Clerk

Approved as to form:

City Attorney



**CITY OF NAPAIVINE
RETAINAGE INVESTMENT**

Project: MAYME SHADDOCK PARK PICNIC SHELTER

Agency: CITY OF NAPAIVINE

Date: 8/17/23

Pursuant to Chapter 38, Laws of 1970, amended June 10, 1982, Substitute House Bill No. 931, State of Washington, extra session (RCW 60.28.010), you are permitted to exercise your option, IN WRITING, on whether or not moneys reserved from the amounts due you on this contract shall be placed in escrow. You are, therefore, requested to complete and return this form with the signed copies of the Notice to Proceed.

This Statement of option selection will be furnished to a local bank for further action in developing the escrow agreement and processing.

CONTRACTOR'S OPTION

✓

I do not require my retainage on the above contract to be invested.

I hereby request that retainage on the above contract be invested and the escrow agreement will be with:

(Bank or Trust Company Name and Address)

If no option is expressed prior to the first payment request, then the City of Napavine will hold the retained percentage until 60 days following the completion date provided all releases have been obtained and all claims have been resolved.

[Signature]
Signature

Owner
Title



407 Birch Ave SW, PO Box 810 Napavine, WA 98565
Phone: (360) 262-9344 Fax: (360) 262-9199
www.cityofnapavine.com

**NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS
NONDISCRIMINATION IN EMPLOYMENT**

TO: _____
(Name of union or organization of workers)

The undersigned currently holds contract(s) with City of Napavine (Name of Applicant) involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished to you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

KR Homes, LLC
(Contractor or Subcontractor)

8.17.23
(Date)

OEE-2 (11/79)



PAYMENT BOND

Bond No. 4465379

Any singular reference to Contractor, Surety, CONTRACTING AGENCY or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
KR Homes LLC
152 Eadon Road S
Toledo, WA 98591

SURETY (Name & Address of Place of Business):
Markel Insurance Company
4521 Highwoods Parkway
Glen Allen, Virginia 23068

CONTRACTING AGENCY:
City of Napavine
PO Box 810
Napavine, WA 98565

CONTRACT
Date: _____
Amount: \$745,189.00
Description: Construct Mayme Shaddock Park Picnic Shelter located at 555 2nd Ave NE, Napavine, WA

BOND
Amount: \$745,189.00
Date (Not earlier than Contract Date): August 17, 2023
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: KR Homes LLC (Corp. Seal)

Signature: [Signature]
Name and Title: Krist Reddig, Owner

SURETY
Company: Markel Insurance Company (Corp. Seal)

Signature: [Signature]
Name and Title: Leticia Romano, Attorney-In-Fact
(Attach Power of Attorney)

AGENT OR BROKER
Company: Anchor Insurance & Surety Inc
Attn: Brent Olson
Address: PO Box 2808
Portland, OR 97208
Phone: 503-224-2500

ENGINEER
PND Engineering, Inc
Attn: Adam Tyner
Address: 3240 Eastlake Ave F
Seattle WA 98102
Phone: 206-624-1387

EJCDC No. 1910-28-B (1996 Edition)



Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the CONTRACTING AGENCY to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the CONTRACTING AGENCY, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the CONTRACTING AGENCY, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 - 4.2.1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the CONTRACTING AGENCY, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 - 4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the CONTRACTING AGENCY, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the CONTRACTING AGENCY to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the CONTRACTING AGENCY, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the CONTRACTING AGENCY to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the CONTRACTING AGENCY accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations
9. of the CONTRACTOR and the Surety under this Bond, subject to the CONTRACTING AGENCY's priority to use the funds for the completion of the Work.
10. The Surety shall not be liable to the CONTRACTING AGENCY, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The CONTRACTING AGENCY shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice to the Surety, the CONTRACTING AGENCY or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the CONTRACTING AGENCY or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
15. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. DEFINITIONS
 - 16.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms 'labor, materials or equipment' that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 16.2. Contract: The agreement between the CONTRACTING AGENCY and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 16.3. CONTRACTING AGENCY Default: Failure of the CONTRACTING AGENCY, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or
 - 16.3.1. comply with the other terms thereof.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Brent Olson, Gail A. Price, Gloria Bruning, Vicki Mather, Joel Dietzman, Andrew Choruby, Casey Geske, Richard Kowalski, Sterling Drew Roddan, Justin Cumnock, Christopher A. Reburn, Leticia Romano, Chloe Lyons, Philip O. Forker, Patrick Dooney

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

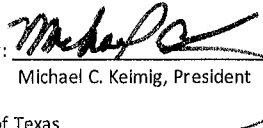
Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

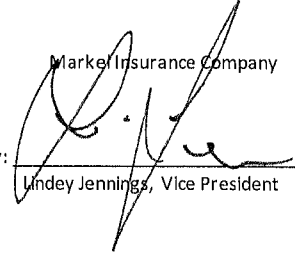
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 11th day of October, 2022.

SureTec Insurance Company

By: 
Michael C. Keimig, President



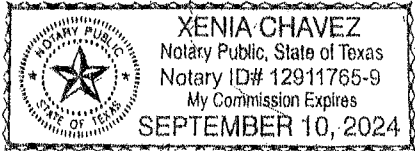
Markel Insurance Company

By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 11th day of October, 2022 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

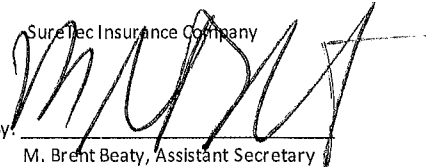


By: 
Xenia Chavez, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

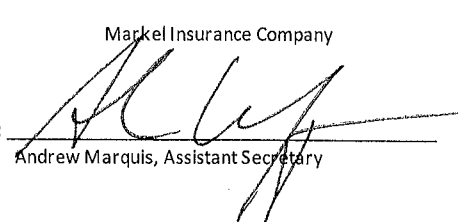
IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 17th day of August, 2023.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary



PERFORMANCE BOND

Bond No. 4465379

Any singular reference to CONTRACTOR, Surety, CONTRACTING AGENCY or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

KR Homes LLC
152 Eadon Road S
Toledo, WA 98591

SURETY (Name and Address of Principal Place of Business):

Markel Insurance Company
4521 Highwoods Parkway
Glen Allen, Virginia 23068

CONTRACTING AGENCY:

City of Napavine
PO Box 810
Napavine, WA 98565

CONTRACT

Date: _____

Amount: \$745,189.00

Description: Construct Mayme Shaddock Park Picnic Shelter located at 555 2nd Ave NE, Napavine, WA

BOND

Amount: \$745,189.00

Date (Not earlier than Contract Date): August 17, 2023

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: KR Homes LLC (Corp. Seal)

Signature: *Kurt Reddig*
Name and Title: Kurt Reddig, Owner

SURETY

Company: Markel Insurance Company (Corp. Seal)

Signature: *J. B. [unclear]*
Name and Title: _____
(Attach Power of Attorney)

AGENT OR BROKER

Company: Anchor Insurance & Surety Inc

Attn: Brent Olson

Address: PO Box 2808

Portland, OR 97208

Phone: 503-224-2500

ENGINEER

Company: PND Engineering, Inc

Attn: Adam Tyner

Address: 3240 Eastlake Ave F

Seattle WA 98102

Phone: 206-624-1387

EJCDC No. 1910-28-A (1996 Edition)



Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

17. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the CONTRACTING AGENCY to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
18. With respect to the CONTRACTING AGENCY, this obligation shall be null and void if the CONTRACTOR:
 - 18.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
19. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
20. The Surety shall have no obligation to Claimants under this Bond until:
 - 20.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the CONTRACTING AGENCY, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 20.2. Claimants who do not have a direct contract with the CONTRACTOR:
 - 20.2.1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the CONTRACTING AGENCY, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 20.2.2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 - 20.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the CONTRACTING AGENCY, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
21. If a notice required by paragraph 4 is given by the CONTRACTING AGENCY to the CONTRACTOR or to the Surety, that is sufficient compliance.
22. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 22.1. Send an answer to the Claimant, with a copy to the CONTRACTING AGENCY, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 22.2. Pay or arrange for payment of any undisputed amounts.
23. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
24. Amounts owed by the CONTRACTING AGENCY to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the CONTRACTING AGENCY accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations
25. of the CONTRACTOR and the Surety under this Bond, subject to the CONTRACTING AGENCY's priority to use the funds for the completion of the Work.
26. The Surety shall not be liable to the CONTRACTING AGENCY, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The CONTRACTING AGENCY shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
27. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
28. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
29. Notice to the Surety, the CONTRACTING AGENCY or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the CONTRACTING AGENCY or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
30. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
31. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
32. DEFINITIONS
 - 32.1. Claimant: An Individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms 'labor, materials or equipment' that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 32.2. Contract: The agreement between the CONTRACTING AGENCY and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 32.3. CONTRACTING AGENCY Default: Failure of the CONTRACTING AGENCY, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or
 - 32.3.1. comply with the other terms thereof.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Brent Olson, Gail A. Price, Gloria Bruning, Vicki Mather, Joel Dietzman, Andrew Choruby, Casey Geske, Richard Kowalski, Sterling Drew Roddan, Justin Cumnock, Christopher A. Reburn, Leticia Romano, Chloe Lyons, Philip O. Forker, Patrick Dooney

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

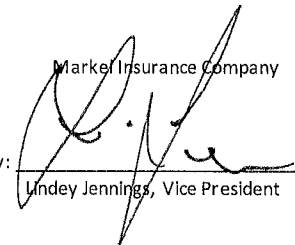
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 11th day of October, 2022.

SureTec Insurance Company

By: 
Michael C. Keimig, President



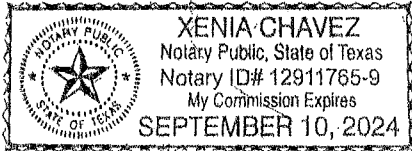
Markel Insurance Company

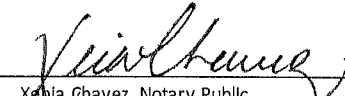
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 11th day of October, 2022 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

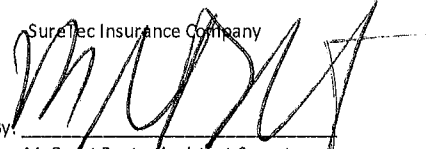


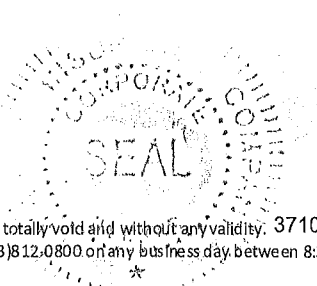
By: 
Xenia Chavez, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

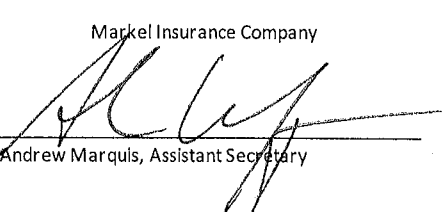
IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 17th day of August, 2023.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary



Centralia Division
 lakesideindustries.com
 P.O. Box 636 / Centralia, WA 98531
 ph: 360.736.2847 / fax: 360.736.0648
 Washington Contractor License No. LAKESI*274JD
 Oregon Contractor License No. CCB 108542
 Equal Opportunity Employer

PROPOSAL CONTRACT AGREEMENT

| | |
|---|--|
| To: City Of Napavine | Contact: Bryan Morris |
| Address: PO Box 810 Napavine, WA 98565 | Phone: (360) 880-6137 Fax: (360) 262-9199 |
| Project Name: Rush Rd Additional SF Grind And Pave | Bid Number: |
| Project Location: Rush Rd, Napavine, WA | Bid Date: 8/15/2023 |
| Attachments: Lakeside Contract Provisions revised 09.02.2020.pdf | |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|---|--------------------|------|------------|-------------|
| 1 | Remove And Replace Additional 15,975 SF : (Top Lift 3" 1/2" PG 58H-22)(Bottom Lift 3" 1"- PG 58H-22) 6" In Depth. This Work Will Be Paved In 2 Lifts CSS1 Tack Coat Will Be Placed Between Lifts. <i>Job Will Be Billed Per Square Foot Of Pavement Placed With A Minimum Of 3,400 SF To Be Placed. 15,975 SF Is Just Estimated And Is Not Required For Unit Price.</i> | 15,975.00 | SF | \$5.80 | \$92,655.00 |

Total Bid Price: \$92,655.00

Notes:

- Price Excludes: Survey, or Engineering; Erosion Control; Utility Location and/or Adjustment; Utility Patching; Premium Pay for, Holiday, or Weekend Work; Herbicide; Prime Coat; Rock or Grading; Insurance Premium over Standard Insurance; Base Repair; Temp Ramp Placement/Removal; MTD/V; Cleaning Between Lifts; Tax; Permits; Bond; Testing; Sawcutting; Curbing; Concrete Protection; Crack Sealing; Seal Coat.
- Subgrades must be firm and unyielding.
- Performance Bond not included in bid price. If required please add 1% to total cost of bid.
- Bid based on approved contract; This proposal & Lakeside Provisions to be a part of all contract documents.
- Lakeside Industries is not responsible for designed cross slopes of less than 1% that hold water after paving is complete.
- **Price based on current petroleum cost. Price escalation to be linked to the WSDOT/ODOT asphalt binder index.**
- Lakeside Industries Inc. proposed prices herein assume that Lakeside Industries Inc.'s work hereunder will be substantially complete on or before: October 1st 2023.
- Unless Contracting Party has signed and returned this Agreement with in thirty (30) days of the date first stated above, LAKESIDE INDUSTRIES' proposal shall be null and void.
- CONTRACTING PARTY'S SIGNATURE ON ONE COPY RETURNED TO LAKESIDE INDUSTRIES INC. WILL RENDER THIS A LEGAL CONTRACT FOR THE PERFORMANCE OF THE ABOVE WORK. CONTRACTING PARTY'S SIGNATURE ALSO ACKNOWLEDGES RECEIPT OF LAKESIDE INDUSTRIES INC. NOTICE TO CUSTOMER' STATEMENT ATTACHED HERETO.
- Work will be done in conjunction with with other rush rd work.

Payment Terms:

Payment is due within 10 days of receipt of invoice.

| | |
|---|--|
| <p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p> | <p>CONFIRMED: Lakeside Industries - Centralia</p> <p>Authorized Signature: _____</p> <p>Estimator: Cody Johnson 360.736.2846 cody.johnson@lakesideindustries.com</p> |
|---|--|

General Provisions

1. DEFINITIONS. As used herein, (i) "Contractor" shall mean Lakeside Industries, Inc. or any division thereof; (ii) "Contracting Party" shall mean the person or entity purchasing materials and/or services as set forth on the front page hereof and pursuant to these General Provisions; and (iii) "Agreement" shall mean the contract formed between Contractor and Contracting Party by Contracting Party's acceptance of those terms and conditions set forth on the front page hereof and these General Provisions and/or materials and/or services provided to Contracting Party by Contractor.

2. ACCEPTANCE. Unless Contracting Party has signed and returned this Agreement to Contractor within thirty (30) calendar days of the date first stated on the front page hereof, Contractor's proposal shall be null and void. Contractor hereby objects to any conflicting, additional and/or different terms contained in any proposal or other writing issued by Contracting Party for purposes of accepting the proposal set forth herein and the same shall not become a part of this Agreement unless agreed upon in writing by Contractor and Contracting Party.

3. COST ESCALATION FOR ASPHALT. Contractor's proposal herein is based upon local vendor posted prices for liquid asphalt as of the date of Contractor's proposal. In the event the actual prices exceed such posted prices, the Contract Price shall be equitably adjusted by change order to reflect such increase. Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

4. CREDIT VERIFICATION. This Agreement is subject to Contractor's verification of Contracting Party's credit and Contractor's determination that such credit is adequate or satisfactory to Contractor. Contractor reserves the right to withdraw its proposal (without any legal recourse by Contracting Party) should Contractor reasonably determine that such credit verification is unsatisfactory or inadequate. Contractor shall have the continuing right to approve of Contracting Party's credit and may at any time demand advance payment, satisfactory security or a guarantee of prompt payment. If Contracting Party is either unable or unwilling to give the payment, security or guarantee demanded, Contractor may terminate this Agreement, refuse to deliver any goods and/or perform work and Contracting Party shall become liable to Contractor for all unpaid costs.

5. TERMS OF PAYMENT. Unless otherwise provided for herein, payment shall be due to Contractor within ten (10) days of the date of any invoice issued by Contractor to Contracting Party. Interest shall accrue on all overdue invoices at the rate of 1-1/2% per month (18.00% per annum) or the highest rate allowed by law, with such changes occurring from the first date the invoice became due until the date payment is ultimately received by Contractor.

6. ELECTRONIC PAYMENTS. Upon execution of the Agreement, Contractor may elect to be paid by electronic payment methods and shall provide Owner with written payment instructions and all necessary forms required by Owner to make payments to Contractor by electronic payment transfer (the "Payment Information"). Contractor shall submit the initial Payment Information to Owner by certified mail or by hand delivery only and Owner will provide written acknowledgement of the receipt of the same. Thereafter, if Owner receives any request to change such Payment Information (regardless of whether the request is made in person, telephonically, or in writing of any kind), Owner agrees that it will not modify or make a change to this Payment Information without oral confirmation by a telephone call initiated by the Owner to Contractor, followed by written confirmation, from Contractor's Chief Financial Officer or Controller (one or both shall be designated by the original payment instructions). Owner shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Owner makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Contractor as required under the terms of this Agreement, and any payment amounts that are misdirected by Owner continue to be due to Contractor in accordance with the terms of this Agreement and without delay. Owner shall be solely responsible for pursuing any insurance recovery or other legal remedy for the loss; however, Contractor shall cooperate to the extent necessary to provide relevant information regarding the loss to Owner or insurers or legal authorities.

7. SCHEDULE. This Agreement is subject to Contractor's review and approval of Contracting Party's schedule. Contracting Party shall coordinate other contractors' and subcontractors' work to prevent any delay or interference with Contractor's work.

8. CHANGES. Contracting Party, without invalidating the Agreement, may order changes in the scope of the work provided for by this Agreement, with the cost of the work and the time to complete such work being adjusted accordingly. Such changes in the work shall be authorized only by written change order and mutually agreed to and signed by Contracting Party and Contractor.

9. PROPERTY LINES. Contracting Party warrants that Contracting Party knows the actual location of all legal property lines and that Contracting Party, prior to commencement of work hereunder, shall place stakes clearly identifying such property lines.

10. PERMITS. Any permits that must be secured prior to commencement of the work hereunder shall be secured and paid for by Contracting Party.

11. DELAYS. (a) Events beyond the Control of the Contractor / Force Majeure: For delays not caused by any fault of the Contractor, its Subcontractors, their agents and assigns, the Contract Time to achieve Substantial Completion may be extended by a change order issued within twenty-one (21) days of the event in causing delay and accordance with the notice requirements for claims. In such event, the Contract Time may be extended for reasonable time, but in no case less than a day for a day extension of the Critical Path at the time of the event, as well as additional reasonable time due to remobilization, documented inefficiency, supply chain and materials delays, or other time related impacts. Events beyond the reasonable control of Contractor that adversely affects Contractor's obligations include but are not limited to, labor disputes, fire, abnormal adverse weather conditions, force majeure, unusual delay in transportation, fuel, material, or labor shortages or unavailability, action or inaction of public authorities not arising out of the fault of Contractor, casualties or any other causes beyond Contractor's reasonable control, acts of God, weather, natural disasters, epidemics, quarantine restrictions, acts of state or federal government that result in actual limitations to the progress of the Work, also including but not limited to incidence of disease or other illness that reaches outbreak, epidemic, endemic, and/or pandemic proportions or otherwise affects the area in which the project is located and/or the Contractor's labor and/or supply chain, unusual delay in deliveries or other causes which may cause or justify delay. In the event of such delay or delays, the Contractor is entitled to compensation for all actual, direct costs incurred, demonstrable inefficiency or other realized impacts, plus reasonable overhead and fee on the direct costs that arise from or are relate to such delays.

(b) Contracting Party Caused Delays: If Contractor is delayed at any time in the commencement or progress of the Work by any act or neglect of Contracting Party, or by any employee or agent of Contracting Party, or by any separate contractor or supplier employed by Contracting Party, or by changes ordered in the Work by Contracting Party, then the Contract Time shall be extended by change order for a period of time reasonably necessary to alleviate the effect of such events on Contractor. Such Delays shall be compensable to Contractor and such equitable adjustment of the Contract Price and Fee and shall be made by change order. Contractor reserves the right to terminate this Agreement in accordance with termination for convenience principals if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

(c) Suspension: Contractor may, at Contractors election, terminate the Contract, subject to the notice below, if the Work is stopped or suspended for a period of thirty (30) consecutive calendar days, if such suspension is imposed through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work for the Contractor. The Contractor may also terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Contracting Party, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less. If the conditions for suspension, delays, or interruptions of the Work pursuant to this section occur, the Contractor may, upon seven (7) days' notice to the Contracting Party, and provided such reason continues to exist at the close of business at the end of such seven (7) day period, terminate the Contract and recover payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

12. HAZARDOUS SUBSTANCES. Contracting Party agrees to indemnify, defend and hold harmless Contractor and its employees and subcontractors from liability related to the existence of hazardous substances at the project site, unless such liability results directly from hazardous substances brought on to the project site by Contractor or its subcontractors or arises out of the negligence or wrongful act of Contractor or its subcontractors. If Contractor encounters a substance on the project site which Contractor believes is a hazardous substance, Contractor shall immediately notify Contracting Party and shall cease work in whole or in part and any delays (and costs arising therefrom) shall be Contracting Party's responsibility.

13. TERMINATION FOR CAUSE. Contractor has the right to terminate this Agreement if Contracting Party fails to comply with any of the other provisions herein; provided, further, Contractor may terminate this Agreement in the event of the happening of any of the following: (a) Contracting Party fails to timely pay Contractor pursuant to the terms herein; (b) insolvency of Contracting Party or

Contractor; (c) any act of bankruptcy by Contracting Party under any provision of the Federal Bankruptcy Act or filing by Contracting Party of a voluntary petition under any law providing for relief from the claims of creditors; (d) the filing of an involuntary petition to have Contracting Party adjudicated as bankrupt under the Federal Bankruptcy Act or for reorganization of Contracting Party under that Act or under any law providing for relief from the claims of creditors which is not vacated within thirty (30) days from the date of such filing; (e) the appointment of a receiver or trustee for Contracting Party or Contractor which is not vacated within thirty (30) days from the date of such appointment; (f) the execution by Contracting Party or Contractor of an assignment for the benefit of creditors; or (g) any other event occurring which under the applicable law would entitle Contractor to cancel and terminate this Agreement. Such termination shall not prejudice any claims that either party may have against the other.

14. INDEMNITY. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Contracting Party from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work hereunder, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Contracting Party shall indemnify, defend, and hold harmless Contractor from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, to the extent caused by negligent acts or omissions of Contracting Party, or anyone directly or indirectly employed by it or anyone for whose acts it may be liable.

15. WARRANTIES. Contractor warrants and guarantees all work and/or materials provided under this Agreement shall be of good quality and workmanship, free from faults and defects and in conformance with this Agreement. Contractor further agrees, at Contractor's sole option, to make good, at its own expense, any defect in materials or workmanship which may appear within one (1) year of Contractor's substantial completion of its work hereunder. EXCEPT AS OTHERWISE PROVIDED HEREIN, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AND NONE SHALL BE IMPLIED BY LAW. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, vandalism or normal wear and tear under normal usage. Contracting Party agrees that oral agreements, statements and representations made by Contractor, its employees or its agents shall not constitute a warranty of any kind.

16. TIME LIMITATION ON CLAIMS. Any action arising out of Contracting Party's purchase of materials or Contractor's provision of services to Contracting Party, including any action arising under this Agreement, must be commenced within one (1) year after substantial completion of Contractor's work hereunder, and no such action may be maintained, and shall be barred, which is not commenced within such one-year period.

17. LIMITATION OF LIABILITY. Contractor's sole liability and Contracting Party's sole and exclusive remedy for any and all damages, special, direct, incidental or consequential, sustained by Contracting Party or others arising from Contractor's performance of this Agreement shall be limited to correcting defective work. In no event shall Contractor be liable to Contracting Party or any third party for more than the amount of Contractor's proposal. Contractor shall not have any liability to Contracting Party for lost profits, consequential, special, indirect or incidental damages based upon a claim of any type or nature.

Under no circumstances shall Contractor be liable for (i) damage to or breakage of underground pipes and/or conduits and cables not visible from the surface of the ground nor for any damage to approaches (including sidewalks) from the street to the property line; (ii) damage to the completed pavement surface due to the action of petroleum product spillage; (iii) subgrade failure or utility ditch failure; or (iv) growth of horsetail weed, morning glory, deep-rooted ferns or perennials subsequent to the application of soil sterilization (weed killer) that have not reached maturity prior to such application. Any soil sterilization provided for in this Agreement shall be applied at the rate specified by the manufacturer thereof.

18. DISPUTE RESOLUTION/ATTORNEYS' FEES. Contracting Party and Contractor agree that all claims, collections, disputes, or other controversies arising under this Agreement or related hereto, shall be settled by and subject to litigation, or at the sole choice of the Contractor, binding arbitration with a single arbitrator pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"). Any such arbitration shall be commenced by the Contractor delivering a written demand for arbitration to the AAA, and a copy of such demand shall be delivered to the Contracting Party. Contracting Party and Contractor agree that the location of any such arbitration proceeding shall be at the Seattle, Washington AAA office. Any arbitration award by the arbitrator who shall be an attorney with significant construction law experience, shall be final and binding on the parties and subject to confirmation and reduction to judgment pursuant to RCW 7.04 in the King County Superior Court. In any such litigation, the proper venue and jurisdiction shall be the Superior Court of King County located in Seattle, Washington. In any litigation or arbitration, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and consultant costs, including on appeal.

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

20. SEVERABILITY. In the event that any paragraph, part, term, or condition of this Agreement is construed or held to be void, invalid or unenforceable by an arbitrator or court of competent jurisdiction, the remaining paragraphs, parts, terms and conditions of this Agreement shall not be affected and shall remain in full force and effect.

21. VOLUNTARY CONTRACT. Each of the parties to this Agreement has carefully read and fully understands the terms and conditions hereof, has had full opportunity to consult with legal counsel regarding its meaning and effect, and is entering into this Agreement freely and voluntarily, through a representative who is fully authorized and empowered to sign on its behalf.

22. INSURANCE. Contractor shall maintain at all times during the course of this agreement, insurance covering claims from third parties due to bodily injury including death, and property damage resulting from Contractor's performance of operations under this agreement. The minimum amount of insurance to be maintained shall be \$1,000,000 each occurrence and aggregate (including completed operations) of general liability coverage.

Contractor reserves the right to review and approve the Insurance Programs, insurance coverages, and insuring agreements prior to contract acceptance.

23. DIFFERING SITE CONDITION. To the extent the Contractor encounters subsurface or concealed conditions which differ materially from that actually known by Contractor or from those ordinarily found to exist and generally recognized as inherent in the activities of the character provided in the Agreement, then the Contractor shall, within a reasonable time, give notice thereof to the Contracting Party. The Contracting Party shall promptly investigate such conditions. If the Contracting Party agrees that such conditions differ materially and cause an increase in cost or time, Contracting Party shall adjust the Contract time accordingly and compensate Contractor for the increase in the Cost of the Work.

24. FORCE MAJEURE. In addition to the terms set out in Paragraph 11, above, Contractor shall not be liable for any damages resulting from any delays or failure to perform arising from any cause not reasonably within Contractor's control; strikes; shortage of labor, transportation, raw materials or energy sources; fire; earthquake; flood; war; terrorist attack; or acts of God or any other cause referenced in Paragraph 11(b) of this Contract.

25. ENTIRE AGREEMENT. Contracting Party and Contractor intend that the proposal and those terms and conditions on the front page hereof and these General Provisions shall constitute the final, complete and exclusive Agreement between the parties. This Agreement supersedes all other prior or contemporaneous agreements, investigations, representations, understandings and promises, oral and/or written, by or between the parties with respect to the subject matter hereof. Contracting Party further acknowledges and agrees that in entering into this Agreement, Contracting Party has not and is not relying upon any contemporaneous agreements, representations, understandings and promises, oral and/or written, made by Contractor. No course of dealings between the parties shall be relevant or admissible to explain, supplement or vary the terms of this Agreement. No amendment or modification of this Agreement shall be effective or binding upon the parties unless made in writing and executed by Contracting Party and Contractor.

State of Washington

NOTICE TO CUSTOMER(RCW 18.27.114)

Lakeside Industries, Inc. is registered with the State of Washington, Registration No. LAKESI*274JD, and has posted with the state a bond or deposit of \$12,000 for the purpose of satisfying claims against Lakeside Industries for breach of contract including negligent or improper work in the conduct of Lakeside Industries' business. The expiration date of Lakeside Industries' registration is July 31st.

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.

This bond or deposit is not for your exclusive use because it covers all work performed by Lakeside Industries. The bond or deposit is intended to pay valid claims up to \$12,000 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of Lakeside Industries, Inc. or its subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST LAKESIDE INDUSTRIES, INC. TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.

Lakeside Industries, Inc. is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

I have received a copy of this disclosure statement.

Contracting Party Name:

Flock Safety + WA - Napavine PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Mack Larkin
mack.larkin@flocksafety.com
3603912071

flock safety

flock safety

EXHIBIT A ORDER FORM

Customer: WA - Napavine PD
 Legal Entity Name: WA - Napavine PD
 Accounts Payable Email: jgodbey@cityofnapavine.com
 Address: 407 Birch Ave Sw Winlock, Washington 98596

Initial Term: 24 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|----------------------------------|----------|----------|-------------------|
| Flock Safety Platform | | | \$9,000.00 |
| Flock Safety LPR Products | | | |
| Flock Safety Falcon ® | Included | 3 | Included |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|--|----------|-----------------------------------|-------------|
| One Time Fees | | | |
| Flock Safety Professional Services | | | |
| Professional Services - Standard Implementation Fee | \$650.00 | 2 | \$1,300.00 |
| Professional Services - Existing Infrastructure Implementation Fee | \$150.00 | 1 | \$150.00 |
| | | Subtotal Year 1: | \$10,450.00 |
| | | Annual Recurring Subtotal: | \$9,000.00 |
| | | Estimated Tax: | \$1,517.10 |
| | | Contract Total: | \$19,450.00 |

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

| Billing Schedule | Amount (USD) |
|-------------------------------|--------------|
| Year 1 | |
| At Contract Signing | \$10,450.00 |
| Annual Recurring after Year 1 | \$9,000.00 |
| Contract Total | \$19,450.00 |

*Tax not included

Product and Services Description

| Flock Safety Platform Items | Product Description | Terms |
|-----------------------------|---|---|
| Flock Safety Falcon ® | An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes. | The Term shall commence upon first installation and validation of Flock Hardware. |

| One-Time Fees | Service Description |
|---|--|
| Installation on existing infrastructure | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. |
| Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |
| Professional Services - Advanced Implementation Fee | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. |

FlockOS Features & Description

Package: Community

| FlockOS Features | Description |
|------------------|-------------|
|------------------|-------------|

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: WA - Napavine PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 24 day of August 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "*Customer Obligations*").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("**Cure Period**"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

INTERAGENCY AGREEMENT IAA24433
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
NAPAVINE MUNICIPAL COURT

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Napavine Municipal Court (Court), for the purpose of distributing funds for court interpreter and language access service expenses to the Court.

I. DEFINITIONS

For purposes of this agreement, the following definitions shall apply:

- A. "Certified Interpreter" means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (2) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et. seq.* The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/ The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at: <https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>
- B. "Registered Interpreter" means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/.
- C. "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (5), or sign language interpreter as defined in RCW 2.42.110 (2).
- D. "Qualifying Event" means a proceeding or event for which an interpreter is appointed by an appointing officer pursuant to RCW 2.42 and/or RCW 2.43.

II. PURPOSE

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, and hard of hearing persons in accordance with RCW Chapters 2.42 and 2.43.

- A. These funds are intended to address each court's following needs:
 - 1. Financial Need – i.e., the gap between the court's available financial resources and the costs to meet its need for certified, registered, and qualified interpreters, and the implementation of the Court's language access plan; and
 - 2. Need for Court Interpreters – i.e., the public's right to access the court, and the court's responsibility to provide court certified, registered, and qualified interpreters as required by RCW Chapters 2.42 and 2.43.
 - 3. Need for Language Access in General – i.e., translations for websites, translated forms, interpreting equipment, technology enabling remote interpreting, and other things that are necessary for courts to provide fair and equitable access for people who are LEP, deaf, and hard of hearing.

III. DESCRIPTION OF SERVICES TO BE PROVIDED

- A. The Court will ensure that the interpreter funding is used only for language access purposes and for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to **Exhibit A**, which is incorporated herein by reference.
- B. The Court agrees to track and provide interpreter cost and usage data through the web application provided by the AOC Language Access and Interpreter Reimbursement Program, reflecting information about the Court's interpreter and language access costs and services.
- C. The Court agrees to provide the AOC Project Manager with a list of all users who require access to submit data to the Language Access and Interpreter Reimbursement Program web application.
- D. The Court agrees to work with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.
- E. The Court agrees to encourage its staff overseeing interpreter services at the court to attend trainings (in person and/or online) provided by the AOC Interpreter Commission and Interpreter Program.
- F. The Court may elect to pay for interpreter services that are not in accordance with the provisions of **Exhibit A** as set forth; while such payments will not be reimbursed, court still commits to entering data into the application for these interpreter services, irrespective of their eligibility for reimbursement.
- G. The Court is required to have a Language Assistance Plan (LAP) in place to receive reimbursement under this program.
 - 1. Courts must submit the most recent version of their LAP to the AOC Project Manager or certify via email to the Project Manager that the LAP they submitted in FY23 is the latest version.
 - 2. Courts certify that they will exercise reasonable due diligence in maintaining and updating their LAP as require by law.

IV. PERIOD OF PERFORMANCE

The beginning date of performance under this Agreement is **July 1, 2023**, regardless of the date of execution and which shall end on **June 30, 2024**.

V. COMPENSATION

- A. The Court shall be reimbursed a maximum of \$1,000.00 for interpreter and language access services costs incurred during the period of July 1, 2023 to June 30, 2024. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2024.
- B. The Court shall receive payment for its costs for interpreter and language access services as set forth in **Exhibit A**, and incorporated herein.
- C. The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Exhibit A** until properly-completed A-19 invoices, and corresponding data (*See subsection III.B.*), are received and approved by AOC, pursuant to the following schedule:

1. Reflecting Qualifying and non-qualifying Events, and any goods or services purchased, occurring between July 1, 2023 and September 30, 2023, must be received by the AOC no later than December 29, 2023.
 2. Reflecting Qualifying and non-qualifying Events, and any goods or services, purchased occurring between October 1, 2023 and December 31, 2023, must be received by the AOC no later than February 29, 2024.
 3. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between January 1, 2024 and March 31, 2024, must be received by the AOC no later than May 31, 2024.
 4. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between April 1, 2024 and June 30, 2024, must be received by the AOC no later than July 15, 2024.
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall submit its A-19 invoices quarterly through the web application.
The Data shall be submitted electronically to the AOC as described in Section III.B., above, and in conjunction with the quarterly invoice.
- F. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed data report.
- G. The Court shall maintain sufficient backup documentation of expenses under this Agreement.

VI. REVENUE SHARING

A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2024 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more monies than available under the Agreement and for its scope, then AOC may increase the Agreement amount.

B. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A-19 through the web application between July 12, 2024 and August 1, 2024.

VII. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

VIII. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books,

magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of "works for hire," the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

IX. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

X. AGREEMENT ALTERATIONS AND AMENDMENTS

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

XI. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

XII. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington of the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

XIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIV. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XV. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XVI. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVII. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVIII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XIX.AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

| AOC Program Manager | Court Point of Contact |
|--|--|
| <p>Tae Yoon PO Box 41170 Olympia, WA 98504-1170 Interpreterreimbursement@courts.wa.gov 360-705-5281</p> | <p>Lacie DeWitt Court Administrator P.O. Box 179 Napavine, WA 98565 ldewitt@cityofnapavine.com (360) 262-9231</p> |

XX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Office of the Courts

Court

Signature

Date

Signature

Date

Lacie DeWitt 9/16/23

Dawn Marie Rubio

Name

Lacie DeWitt

Name

State Court Administrator

Title

Court Administrator

Title

EXHIBIT A

WASHINGTON STATE LANGUAGE ACCESS INTERPRETER REIMBURSEMENT PROGRAM FUNDING

FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Language Access Reimbursement Program funding conditions and payment structure shall be as follows:

1. GENERAL FUNDING CONDITIONS

The Administrative Office of the Courts (AOC), will reimburse courts under this Agreement for the cost of spoken language interpretation and sign language interpretation and other goods and services that improve language access in the courts for Limited English Proficient (LEP), deaf, and hard of hearing persons. This includes interpreters credentialed by AOC (certified or registered), or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 "Qualifying Interpreter Events."

It also includes goods and services that improve language access, listed under Section 3 "Language Access Items," and services listed under Section 4 "Language Access Services".

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

2. QUALIFYING INTERPRETING EVENTS

A. Spoken Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of AOC-credentialed or otherwise court-qualified interpreters pursuant to RCW 2.43 that meet one of the following conditions:

- a) If there is at least one AOC credentialed interpreter in the language being used, then reimbursement will only be provided for using an AOC credentialed interpreter who is credentialed in that language.
- b) Compensation for interpreters for languages for which neither a certified interpreter nor registered interpreter is offered will be reimbursed where the interpreter has been qualified on the record pursuant to RCW 2.43.
- c) Courts will not be reimbursed for events using non-AOC credentialed interpreters if there is one or more AOC credentialed interpreter listed for the language being used.

B. Sign Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI) pursuant to RCW 2.42 when the interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH) as a court-certified interpreter.

The Office of Deaf and Hard of Hearing (ODHH) at the Department of Social and Health Services (DSHS) maintains a list of Certified Court Sign Language Interpreters. This list includes American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI). To qualify for reimbursement, and event using an ASL and/or CDI interpreter from this list must be used.

Certified interpreters are listed under three categories:

- Specialist Certificate: Legal – SC: L
- RID Certification with SC: L written test
- Intermediary Interpreters (Deaf Interpreter)

The most up to date list can be found here:

<https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>

C. Staff Interpreters (Salaried Staff)

Reimbursement will be provided for salaried staff meeting the Qualifying Event conditions for 50% of the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

D. Telephonic and Video Remote Interpreting and Services for Legal Proceedings

AOC will reimburse 50% of the costs for using certified, registered, or otherwise qualified interpreters operating by telephone or video for court proceedings. The services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

3. LANGUAGE ACCESS GOODS AND SERVICES

Courts can request reimbursement for 100% of the costs for goods and services that will help increase language access in the Court.

The items listed below are common goods and services that courts have used to increase language access and will be improved for reimbursement.

- Interpreter scheduling software or services
- Document translation
- Portable video device(s) for video remote interpreting
- Equipment used for simultaneous interpretation
- Printed signage for language assistance purposes
- Front counter telephonic interpreter services for administrative purposes
- Staff training on language access, interpreting, or bilingual skills improvement, for example:
 - Interpreters skills training for bilingual staff who want to become certified
 - Training for staff who are partly bilingual to improve their skills
 - General training on addressing language access issues.

Items or services not listed above must be pre-approved (via email) by Language

Access and Interpreter Reimbursement Program Coordinator prior to purchase or they may not qualify for reimbursement under the Program.

4. SCOPE OF REIMBURSEMENT FUNDING

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget or budgets, in the case of multi-court collaborative applicants of the Court responsible for full payment.

5. PAYMENT STRUCTURE

A. Reimbursement Rate

a) **Spoken Language Interpreters**

AOC will reimburse the Court for 50% of the cost of AOC certified, registered, or otherwise court-qualified interpreters providing services under this Agreement.

b) **Sign Language Interpreters**

AOC will reimburse the Court for 50% of the cost of certified and court-qualified interpreters providing services under this Agreement.

c) **Staff Interpreters (Salaried Staff)**

AOC will reimburse the Court for 50% of the cost of AOC certified or registered staff interpreters.

d) **Contracted Interpreters**

The cost of certified, registered, or otherwise qualified contract interpreters who are paid other than on an hourly basis, for example, on a half-day of flat rate basis, will be reimbursed at 50%.

e) **Remote Interpreting**

AOC will reimburse the Court for 50% of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or video for legal proceedings.

f) **Cancellation Fees**

AOC will reimburse the Court for 50% of cancellation fees paid to interpreter.

g) **Goods and Services**

AOC will reimburse the Court for 100% of the approved cost of goods and services related to language access in courts.

B. Travel Time and Mileage

AOC will reimburse the Court at 50% of the cost of interpreter travel time and mileage.

Interpreter travel time is reimbursable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client,

attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing. The Court can be reimbursed for 50% of the cancellation fees paid to the interpreter.

CITY OF NAPAVINE, WASHINGTON
ORDINANCE NO. 652

AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON, ADOPTING INTERIM LAND USE REGULATIONS AND OFFICIAL CONTROLS PURSUANT TO RCW 35A.63.220 AND RCW 36.70A.390, PROVIDING FOR THE USE OF A HEARING EXAMINER; SETTING A PUBLIC HEARING; ESTABLISHING A WORK PROGRAM; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City of Napavine, Washington (the “City”) is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City’s local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, the City is authorized to impose moratoria and interim land use controls pursuant to RCW 36. 70A.390 and RCW 35A.63.220; and

WHEREAS, on January 24th, 2023, the Napavine City Council adopted Ordinance No. 639 adopting interim hearing examiner regulations; and

WHEREAS, prior to completing the permanent regulations, Ordinance No. 639 expired; and

WHEREAS, the City of Napavine has not yet completed its public process for adoption of permanent regulations regarding hearing examiner regulations and the City's planning staff has therefore recommended that the interim regulations be readopted for six months; and

WHEREAS, City planning staff have been working on permanent regulations governing hearing examiner processes within the City but require additional time to complete the public process required by state law; and

WHEREAS, all references herein to “NMC” shall mean the “Napavine Municipal Code,” and

WHEREAS, the City of Napavine created the Board of Adjustment also known as the Board of Zoning Adjustment in Ordinance 163 on March 14, 1989; and

WHEREAS, the code regarding the Board of Adjustment was modified periodically over the years, including the creation of Chapter 2.34 NMC entitled “BOARD OF ADJUSTMENT” under Ordinance No. 234 enacted on January 1, 1996; and

WHEREAS, Chapter 2.34 NMC assigns all duties of the Board of Adjustment to the City Council; and

WHEREAS, RCW 35A.63.110, expressly prohibits members of the planning agency or the City Council from being members of the board of adjustment; and

WHEREAS, Chapter 2.34 NMC violates RCW 35A.63.110; and

WHEREAS, RCW 35A.63.110 authorizes a hearing examiner system as replacement for board of adjustment; and

WHEREAS, Section 35A.63.170 RCW allows a Hearing Examiner to hear and decide applications and hear appeals of administrative decisions; and

WHEREAS, RCW 58.17.330 authorizes the use of a hearing examiner system in cities and counties for hearing and issuing recommendations or decisions on preliminary plat; and

WHEREAS, RCW 36.70B.020(3) defines open record hearings on project permit applications which a hearing examiner may conduct; and

WHEREAS, RCW 43.21C.075 authorizes the use of a hearing examiner to conduct hearings on SEPA appeals; and

WHEREAS, the City of Napavine desires to institute the Hearing Examiner system; and

WHEREAS, the City of Napavine accepts the expertise and knowledge of the Hearing Examiner; and

WHEREAS, Title 16 NMC and Title 17 NMC include references to, processes of, and duties of the Board of Adjustment; and

WHEREAS, the City is developing faster than the City is able to update its development standards; and

WHEREAS, the City must comply with the applicable provisions of law; and

WHEREAS, to comply with RCW 35A.63.110, the City must replace the board of adjustment and update its development regulations, which will take at least six (6) months; and

WHEREAS, interim zoning controls enacted under RCW 36.70A.390 and/or RCW 35A.63.220 are methods by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, RCW 36.70A.390 and RCW 35A.63.220 both authorize the enactment of an interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing as long as a public hearing is held within at least sixty days of its enactment; and

WHEREAS, an interim zoning ordinance adopted pursuant to RCW 35A.63.220 may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period.

WHEREAS, an interim zoning ordinance may be renewed for one or more six-month periods if a subsequent public hearing is held, and findings of fact are made prior to each renewal; and

WHEREAS, the City Council will conduct a public hearing, within 60 days of the passage of this ordinance regarding the Interim Zoning Controls; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this interim zoning ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act (SEPA) and future permanent zoning regulations will be reviewed in accordance with SEPA Rules; and

WHEREAS, interim zoning will provide the City with additional time to review and amend its public health, safety, and welfare requirements and zoning and land use regulations related to the width of the rights-of-way; and

WHEREAS, the City Council concludes that it has the authority to establish an interim zoning ordinance and that the City must adopt interim zoning concerning width of the rights-of-way; and

WHEREAS, the City Council adopts the foregoing as its findings of facts justifying the adoption of this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NAPAVINE, WASHINGTON, DO ORDAIN AS FOLLOWS:

The following sections of Ordinance No. are hereby reaffirmed, amended, and repealed as follows:

Section 1. **Purpose.** The purpose of this ordinance is to adopt interim regulations set forth in Ordinance No. 639 for a period of six months.

Section 2. The City Council adopts the above “WHEREAS” recitals as findings of fact in support of its action as required by 36.70A.390 and RCW 35A.63.220.

Section 3. **Public Hearing.** The City Clerk is hereby authorized and directed to schedule a public hearing on the interim zoning controls, within 60 days of adoption of this ordinance, and to provide notice of said hearing in accordance with applicable standards and procedures.

Section 4. **Interim Controls are Established.** Chapter 2.34 NMC, Titles 16 and 17 NMC are hereby amended to establish interim controls as set forth in the attached Exhibit A.

Section 5. **Duration of Interim Zoning.** This interim zoning shall be in effect for six (6) months, beginning on September 12, 2023, and ending on March 12, 2024, unless an ordinance is adopted amending the Napavine Municipal Code and rescinding the interim zoning before March 12, 2024.

Section 6. **Work Plan.** During the interim zoning period, City staff will study the issues concerning hearing examiners and include that work with the ongoing development code update. Staff will prepare a draft ordinance, and conduct the public review process, including public

hearings before the City’s Planning Commission and City Council, as required for amendments to the City’s development regulations.

Section 7. Non-codified. This Ordinance shall not be codified.

Section 8. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 9. Effective Date. This Ordinance shall take effect five days after its publication, or publication of a summary therefore, in the City’s official newspaper, or as otherwise provided by law.

Section 10. Corrections. Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Napavine, Washington, and **APPROVED** by the Mayor of the City of Napavine at a regularly scheduled open public meeting thereof, this 12th day of September, 2023.

Shawn O’Neill, Mayor

Attest:

Approved as to form:

Rachelle Denham, City Clerk

James M.B. Buzzard, WSBA # 33555
City Attorney

Approved Reading: _____/2023
Publication Date: _____/2023
Effective Date: _____/2023



**Washington State
Department of Transportation**

Southwest Region
11018 Northeast 51st Circle
Vancouver, WA 98668-1709
360-905-2000 / Fax 360-905-2222
TTY: 1-800-833-6388
www.wsdot.wa.gov

Friday, August 18, 2023
City of Napavine
407 Birch Avenue SW
Napavine WA 98565

Rush Road, Stella to Newaukum Valley Road
Letter of Understanding for Project Administration

Dear: Mayor O'Neill

The Washington State Department of Transportation Local Programs (Local Programs) is to define, for all AGENCY projects utilizing Federal funding, the responsibilities for grant administration, consultant selection, consultant agreements, development of plans, specifications, and estimate, environmental documents, acquisition of right of way, advertisement, award and execution of contract, and construction administration including but not limited to inspection, change orders and final project documentation.

The AGENCY, operating under an extension of Local Programs Certification Acceptance (CA), shall administer all associated projects entirely in accordance with the Local Agency Guidelines (LAG), this Letter of Understanding (LOU), and direction as provided by the Local Programs Engineer (LPE). Failure to comply with the LAG, this LOU, or the direction of the LPE may result in loss of Federal funds.

1) The STATE and the AGENCY have designated managers as shown below:

STATE (CA)
WA State Department of Transportation
Rob Klug, P.E.
SW Regional Local Programs Engineer
11018 NE 51st Circle
Vancouver WA 98682-6686
Work (360) 905-2182
Cell (360) 949-5448
klugr@wsdot.wa.gov

AGENCY
Teri Lopez
Administrative Assistant
City of Napavine
407 Birch Avenue SW
Napavine WA 98565
360-262-9344
TLopez@cityofnapavine.com

All formal submittals outlined herein, either from the STATE or the AGENCY, will be sent through the designated Project Manager. Copies of formal submittals from the STATE will also be relayed to the AGENCY Project Manager:

AGENCY Project Manager:

Bryan Morris, Public Works Director, Community Development Director

City of Napavine

407 Birch Avenue SW

Napavine WA 98565

360-262-9344

bmorris@cityofnapavine.com

- 2) All costs that exceed the amounts authorized in the Local Agency Agreement shall be the responsibility of the AGENCY.
- 3) The AGENCY shall obtain approval from the LPE in the solicitation and selection of a consulting engineering firm for Preliminary Engineering, Right of Way and Construction Engineering services. In addition, the AGENCY shall obtain the approval from the LPE of the Consulting Engineering Agreement (see LAG chapter 31).
- 4) Contract Plans, Specifications and Estimates (PS&E) shall be prepared in accordance with the current State of Washington Standard Specifications for Road, Bridge and Municipal Construction, amendments thereto, and adopted design standards (see LAG chapter 42 and 44). The LPE will review the PS&E to ensure compliance with the LAG.
- 5) Any deviations to design standards must be stamped by a Professional Engineer licensed in the State of Washington. The AGENCY shall submit the design deviation to the LPE for further processing and approval.
- 6) The AGENCY shall be responsible for all required environmental documentation (SEPA and NEPA) and shall submit all required NEPA documentation to the LPE for further processing and approval (see LAG chapter 24). The AGENCY shall be responsible for obtaining all required permits and approvals.
- 7) No Right of Way (R/W) action shall proceed without the concurrence from the WSDOT Local Agency Coordinator. The AGENCY shall follow current R/W Procedures as described in the LAG (see LAG chapter 25). The LPE shall be advised of all pre-R/W meetings. All acquisitions of R/W such as construction easements, donations, permits, etc. shall be certified by the AGENCY and the STATE.
- 8) The AGENCY shall forward the proposed advertisement for bids to the LPE for approval. Upon approval, the AGENCY may begin advertisement for bids (see LAG

chapter 46). The AGENCY shall keep the LPE advised on any pre-award issues affecting the quality and timing of contracts. Any required addenda to the contract's documents shall be approved by the LPE before it is issued.

9) The AGENCY is required to utilize either a Certified Acceptance agency or a consulting engineering firm for Construction Engineering services. Experience and expertise administering and managing construction projects funded by FHWA in accordance with the Standard Specifications for Road Bridge and Municipal Construction, the WSDOT Construction Manual and the Local Agency Guidelines must be verifiable and acceptable.

10) The AGENCY shall notify the LPE of the Bid Opening date and time. The AGENCY shall transmit to the LPE, the Engineer's Estimate and Bid Tabulations along with the complete Bid Packages of the apparent three (3) lowest bidders. Upon concurrence by the LPE, the AGENCY may Award the Contract to the lowest responsive bidder (see LAG chapter 46).

11) Upon the AGENCY's execution of the contract for construction, the AGENCY shall administer and inspect the Project in accordance with the contract documents, WSDOT Standard Specifications for Road Bridge and Municipal Construction, the WSDOT Construction Manual, and all applicable State and Federal laws (see LAG chapter 52).

12) Changes to the contract will be documented by change order as defined in the current edition of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction Section 1-04.4 and consistent with the WSDOT Construction Manual.

The AGENCY shall negotiate, and document all change orders. Prior to obtaining the contractor signature, the AGENCY shall send a copy of the change order to the LPE for review and concurrence, along with separate justification for change and independent estimate of price and working days impacts. A copy of all executed change orders shall be sent to the LPE.

Written authorization (email) by the LPE of proposed change order work, except for emergency work, must be received before proceeding with the work. **Any work performed before receiving said authorization may be deemed ineligible for federal participation.**

13) The AGENCY shall request the LPE to inspect the project prior to providing the final "punch list" to the Contractor (see LAG chapter 53).

Signature below constitutes concurrence with this Letter of Understanding.

AGENCY

By: _____

Shawn O'Neill
City Mayor

Date: 9/12/2023

STATE OF WASHINGTON

DEPARTMENT OF
TRANSPORTATION

By: **Rob Klug** _____
Digitally signed by Rob Klug
Date: 2023.08.18 12:50:25
-07'00'

Rob Klug, P.E.
SW Regional Local Programs Engineer

Date: _____

Agency City of Napavine

Address 407 Birch Avenue SW
PO Box 810
Napavine WA 98565

CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Rush Road Stella to Newaukum Valley

Length 1.289 Miles

Termini Stella Rd to Newaukum Valley Rd

Description of Work

Grind and resurface Rush Road. Construct 10-ft detached multipurpose walk / bike lane on one side of road with new striping.

Project Agreement End Date December 31, 2027

Proposed Advertisement Date N/A

Claiming Indirect Cost Rate

Yes No

| Type of Work | Estimate of Funding | | |
|---|---|----------------------------------|-----------------------------------|
| | (1) Estimated Total Project Funds | (2) Estimated Agency Funds | (3) Estimated Federal Funds |
| PE | | | |
| 86.5 % a. Agency | 30,000.00 | 4,050.00 | 25,950.00 |
| b. Other consultant | 279,000.00 | 37,665.00 | 241,335.00 |
| Federal Aid Participation Ratio for PE | | | |
| c. Other | | | |
| d. State Services | 1,000.00 | 135.00 | 865.00 |
| e. Total PE Cost Estimate (a+b+c+d) | 310,000.00 | 41,850.00 | 268,150.00 |
| Right of Way | | | |
| % f. Agency | | | |
| g. Other | | | |
| Federal Aid Participation Ratio for RW | | | |
| h. Other | | | |
| i. State Services | | | |
| j. Total R/W Cost Estimate (f+g+h+i) | 0.00 | 0.00 | 0.00 |
| Construction | | | |
| % k. Contract | | | |
| l. Other | | | |
| m. Other | | | |
| Federal Aid Participation Ratio for CN | | | |
| n. Other | | | |
| o. Agency | | | |
| p. State Services | | | |
| q. Total CN Cost Estimate (k+l+m+n+o+p) | 0.00 | 0.00 | 0.00 |
| r. Total Project Cost Estimate (e+j+q) | 310,000.00 | 41,850.00 | 268,150.00 |

Agency Official

By

Title *Shawn O'Neill, Mayor*

Agency Date *9/12/2023*

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

June 27, 2023, Resolution/Ordinance No. 23-06-141

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted

promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT.
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
4.
 - a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus
Example: (Name) "Regal Road", (Length) "1.2 miles", (Termini) "Smith Road to Main Street"
 - b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.
Example: "Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue."
 - c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project's Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project's period of performance and add three years to determine the "Project Agreement End Date".

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the "Project Agreement End Date". For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the "Project Agreement End Date".
 - d. **Proposed Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
 - e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.
4. **Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)**
 - a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.
 - **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line e** – Total of lines a + b + c + d.
 - b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.
 - **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line j** – Total of lines f + g + h + i.
 - c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

d. **Total Project Cost Estimate**

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

6. **Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
7. **Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - a. **Method “A”** is used when the state administers the contract for the agency.
 - b. **Method “B”** is also used when the state administers the contract for the agency.
 - c. **Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
8. **Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.
9. **Parties to the Agreement** – Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by Local Programs. The agreement is dated at the time of final execution by Local Programs.



**Local Agency Federal Aid
Project Prospectus**

| | | | | |
|-----------------------------|-----------|--------------------|--------------------------------|------------|
| Prefix | Route | () | Date | 09/12/2023 |
| Federal Aid Project Number | | | DUNS Number | 169174711 |
| Local Agency Project Number | RR2023-10 | (WSDOT Use Only) | Federal Employer Tax ID Number | 91-1104580 |

| | | |
|---|--|--|
| Agency City of Napavine | CA Agency <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other |
| Project Title Rush Road Stella to Newaukum Valley | Start Latitude N 46.598906 End Latitude N 46.580608 | Start Longitude W -122.908220 End Longitude W -122.906355 |
| Project Termini From-To Stella Rd Newaukum Valley Rd | Nearest City Name Napavine, WA | Project Zip Code (+4) 98565 |
| Begin Mile Post 0.436 | End Mile Post 1.725 | Length of Project 1.289 Miles |
| Route ID 5657 | Begin Mile Point 0.436 | End Mile Point 1.725 |
| City Number 0840 | County Number 21 | County Name Lewis County |
| WSDOT Region Southwest Region | Legislative District(s) 20 | Congressional District(s) 3 |
| | | Urban Area Number |

| Phase | Total Estimated Cost (Nearest Hundred Dollar) | Local Agency Funding (Nearest Hundred Dollar) | Federal Funds (Nearest Hundred Dollar) | Phase Start Date | |
|--------------|--|--|---|------------------|------|
| | | | | Month | Year |
| P.E. | 310,000 | 41,800 | 268,200 | October | 2023 |
| R/W | 2,000 | 2,000 | | June | 2025 |
| Const. | 2,689,000 | 363,000 | 2,326,000 | June | 2027 |
| Total | 3,001,000 | 405,100 | 2,595,900 | | |

Description of Existing Facility (Existing Design and Present Condition)

| | |
|--------------------------------|----------------------|
| Roadway Width 33 to 35 feet | Number of Lanes 2 |
|--------------------------------|----------------------|

Two lane road with shoulders and v-ditches on either side.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Grind and resurface Rush Road. Construct 10-ft detached multipurpose walk / bike lane on one side of road with new striping.

| | | |
|---|---------------------------|-------------------------|
| Local Agency Contact Person Bryan Morris | Title PW / CD Director | Phone (360) 262-9344 |
| Mailing Address PO Box 810 | City Napavine | State WA |
| | | Zip Code 98565 |

| | |
|--------------------|---|
| Project Prospectus | By <u>Bryan Morris</u> Approving Authority |
| | Title Public Works / Community Development Director Date |

| | | |
|----------------------------|--|--------------------|
| Agency City of Napavine | Project Title Rush Road Stella to Newaukum Valley | Date 09/12/2023 |
|----------------------------|--|--------------------|

| Type of Proposed Work | | |
|--|--------------------------------|----------------------|
| Project Type (Check all that Apply) | Roadway Width 33 to 35 feet | Number of Lanes 2 |
| <input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge | | |

| Geometric Design Data | | |
|--|--|--|
| Description | Through Route | Crossroad |
| Federal Functional Classification | <input type="checkbox"/> Principal Arterial | <input type="checkbox"/> Principal Arterial |
| | <input checked="" type="checkbox"/> Minor Arterial | <input type="checkbox"/> Minor Arterial |
| | <input checked="" type="checkbox"/> Urban | <input checked="" type="checkbox"/> Urban |
| | <input type="checkbox"/> Rural | <input type="checkbox"/> Rural |
| | <input type="checkbox"/> NHS | <input type="checkbox"/> NHS |
| | <input type="checkbox"/> Collector | <input type="checkbox"/> Collector |
| | <input type="checkbox"/> Major Collector | <input type="checkbox"/> Major Collector |
| | <input type="checkbox"/> Minor Collector | <input type="checkbox"/> Minor Collector |
| | <input type="checkbox"/> Local Access | <input checked="" type="checkbox"/> Local Access |
| Terrain | <input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain | <input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain |
| Posted Speed | 25 and 40 mph | 25 |
| Design Speed | 25 and 40 mph | 25 |
| Existing ADT | | |
| Design Year ADT | | |
| Design Year | | |
| Design Hourly Volume (DHV) | 242 | |

| Performance of Work | | |
|--|-------------------|----------------|
| Preliminary Engineering Will Be Performed By Consultant | Others 90 % | Agency 10 % |
| Construction Will Be Performed By Contractor | Contract 100 % | Agency % % |

| Environmental Classification | |
|--|--|
| <input type="checkbox"/> Class I - Environmental Impact Statement (EIS) | <input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) |
| <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement | <input type="checkbox"/> Projects Requiring Documentation (Documented CE) |
| <input type="checkbox"/> Class III - Environmental Assessment (EA) | |
| <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements | |

| |
|--|
| Environmental Considerations None known at time of initial prospectus |
|--|

| | | |
|----------------------------|--|--------------------|
| Agency City of Napavine | Project Title Rush Road Stella to Newaukum Valley | Date 09/12/2023 |
|----------------------------|--|--------------------|

| | |
|---|---|
| Right of Way | |
| <input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way. | <input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required |

| | |
|---|--|
| Utilities | Railroad |
| <input checked="" type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input type="checkbox"/> All utility work will be completed in coordination with the construction contract | <input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract |

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

None known

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

Grass field airstrip for farmer's field approximately 1.9 miles from project site.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Date 9/12/2023 Agency _____
 By _____ Mayor/Chairperson

**Napavine Police Department
Monthly Call Activity Report**

| # | Type of Call |
|----|---------------------------------------|
| | Abandoned/Disabled Vehicles |
| 5 | Accidents |
| 4 | Agency/Dept. Assists |
| | Alarms |
| 2 | Animals |
| | Arson |
| 1 | Assault Offenses |
| 4 | ATC (Attempt to Contact) |
| | ATL (Attempt to Locate) |
| | Bad Checks |
| 3 | Burglary |
| 1 | Child Abuse/Neglect |
| | Child Molestation/Rape/Comm |
| 3 | Civil/Public |
| | Death Investigations |
| 3 | Disorderly Conduct |
| 3 | Disputes |
| 3 | Drugs/Paraphernilia Violations |
| 3 | DUI |
| 2 | Eluding |
| | Fire |
| | Firearms |
| 1 | Fireworks |
| | Forgery |
| 3 | Fraud/Scam/Counterfeit/Identity Theft |
| 1 | Harrassment |
| | Homicide |
| | Illegal Burn |
| 15 | Information/General |
| 1 | Juvenile |
| | Kidnapping/Abduction |
| | Littering |
| | Lost/Missing/Found Persons |

| # | Type of Call |
|----|---------------------------------------|
| | Malicious Mischief |
| | MIP/Furninshing Liquor Mino |
| 2 | Noise |
| | Overdose |
| 1 | Property/Lost/Found/Recovered |
| | Rescue-Minor/Major |
| | Robbery |
| | Runaway |
| | Sex Offenses |
| | Shoplifting |
| | Suicide/Threats/Attempts |
| | Shooting/Weapons/Explosives/Hazard |
| 10 | Suspicious Circumstances |
| 7 | Suspicious Person/Vehicle |
| 5 | Traffic - Criminal |
| 14 | Traffic - Infractions |
| 3 | Traffic - Other/Hazards/Patrol |
| 2 | Tresspassing |
| 1 | Thefts/Larceny |
| 1 | Thefts (Motor Vehicle)/tmvwp/recstveh |
| | Vandalism |
| | Vecicular Assault |
| | Vehicle Prowl |
| | Violation City Ordinance/Nuisance |
| 2 | Violation of Protection/Harrass Ord |
| 1 | Warrants/Wanted Person |
| | Welfare Checks |
| 2 | 911 Hang Up |
| | Hit & Run Accident |
| 2 | Security Check- Business/Residential |
| | |
| | |
| | |

111 **AUGUST MONTHLY TOTAL**

790 **YEAR TO DATE TOTAL 2023**
(As of the end of Aug)



To: Mayor and City Council

From: Michelle Whitten, City Treasurer

RE: Treasurer’s Report Council Meeting Date: September 12, 2023

Treasurer Report:

- **2024 Budget:** Requests went out to all Department Heads this week to file itemized estimates by September 25th.
- **Bonds Investments:** One of the City Bonds came due and was paid into the city’s checking account on Aug 10th, in the amount of \$200,000. I reinvested these funds and additional funds by purchasing three additional Bonds for a total of \$597,543.22. Here is a snapshot of current investments in Bonds with maturity dates. I would like to keep purchasing Bonds with maturity dates for the year 2025 and beyond 2027 to build our portfolio.

| Current Bonds | | | | |
|---------------|----------------|---------------------|---------------|---------------|
| ID | Date Purchased | Amount | Interest Rate | Maturity Date |
| 912797GM3 | Aug-23 | \$199,933.22 | 5.3 | 2/8/2024 |
| 3136G4H22 | Aug-20 | \$150,000.00 | 0.41 | 8/12/2024 |
| 3130ALCB8 | Aug-21 | \$200,000.00 | 0.68 | 2/24/2026 |
| 912828V98 | Aug-23 | \$196,929.60 | 4.18 | 2/15/2027 |
| 3130WWN6 | 8/1/2023 | \$200,680.40 | 4.5 | 9/10/2027 |
| Total | | \$947,543.22 | | |

We have an additional \$411,201.10 in the LGIP Investment Account with a current earning rate of 5.2376%

The Bank Balance is \$6,511,749.53, with \$1,800,000 which are restricted to the Lewis/Thurston bundle project - street repair through Transportation Improvement Board. The bank requires a minimum balance of \$4,672,850.29 to avoid bank fees.