

BENTON COUNTY FIRE PROTECTION DISTRICT NO. 4 REGULAR BOARD AGENDA

September 16, 2021 Zoom Meeting

CALL MEETING TO ORDER

ADDITION TO THE AGENDA

THOSE PRESENT:

FINANCIAL REVIEW

CONSENT AGENDA:

(All matters listed within the Consent Agenda have been distributed to each member of the Board of Commission for reading and study, are considered to be routine, and will be considered or enacted by one motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.)

- Approval of the Agenda dated 09/16/2021
- Approval of Regular Meeting Minutes dated 09/02/2021
- Approval and pay:
- Expenditures:

	•	522 Fire Control 589 Payroll Clearing <u>001 General Fund</u>	46,312.92 6,348.16 52,661.08
•	EFT		
		522 Fire Control	139,851.81
		001 General Fund	139,815.81
•	KeyBank and DRS		
		522 Fire Control	16,801.20
		589 Payroll Clearing	62,905.25
		001 General Fund	79,706.45

Grand Total \$272,183.34

RESOLUTIONS/MOTIONS

Approval of Commissioner Brinks compensation of \$546.19

DISTRICT REPORTS

- Union Report
- Volunteer Report
- Logistics Report
- City Liaison Report
- Commissioner's Report
- Fire Chief's Report
- District Secretary's Report

OPEN FORUM DISCUSSION

IMPORTANT DATES

- 09/30/2021: Hogs and Dogs
- 09/30/2021: Cool Dessert Night
- 10/02/2021: BCFD4 Open House 1000-1300 hrs.
- 10/21/2021-10/23/2021: WFCA Conference
- 11/06/2021: Veteran's Day Parade
- 11/13/2021: Tri-County Commissioners Meeting, BCFD4 Station 430

CORRESPONDENCE

WSRB Rating

AMBULANCE SERVICE PROGRAM UPDATES

UNFINISHED BUSINESS

- Fire Department Community Assistance, Referrals and Education Services (FDCARES) program
- Station Design Team
- Apparatus Committee
- Volunteer Recruitment
- Bond Budget Report
- COVID19
- EMS Levy

NEW BUSINESS

Hughes Lease Agreement

AGENDA ITEMS FOR NEXT MEETING

EXECUTIVE SESSION

ADJOURNMENT:

Attested:

SLITA BRADLEY, DISTRICT SECRETARY

FRED BRINK, COMMISSIONER

Magaminusee UNIA

WOODY RUSSELL, COMMISSIONER

GARRETT GOODWIN, COMMISSIONER

08/16 / 20

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BENTON COUNTY FIRE PROTECTION DISTRICT NO. 4 REGULAR BOARD MEETING MINUTES

September 2, 2021 Zoom Meeting

CALL MEETING TO ORDER

Commissioner Russell called the meeting to order at 1800 hrs.

ADDITION TO THE AGENDA

EMS Levy

THOSE PRESENT:

Commissioner Woody Russell Commissioner Garrett Goodwin Commissioner Fred Brink Fire Chief Paul Carlyle District Secretary Slita Bradley Firefighter Kyle Hart Logistics Jonathan Lucas Captain Aaron Meloy Captain Bonnie Rogers City Liaison David Fetto Logistics Ed Caraway Logistics Karen Davis Michael Van Beek Firefighter Monte Elmore

FINANCIAL REVIEW

• Commissioner Brink reported that he concerns about overtime expenditures \$104,000 over budgeted amount. Chief Carlyle reported that the absence of battalion chief and part time admin for the first half of the year will cover the overages. COVID plays a role in the overage as well. The district could brown out a station to offset but considering number of calls we have experiencing, it would not be wise to do so. The district has been utilizing volunteers to offset the overtime. We recruited 14 new members and they must go through training in order to be able to respond. Commissioner Brink does not want to brown out a station. He suggested that the district could reassess the overtime budget for 2022 so we could plan ahead. Commissioner Russell reported that he is looking forward to the budget discussion in the next 2 months.

CONSENT AGENDA:

(All matters listed within the Consent Agenda have been distributed to each member of the Board of Commission for reading and study, are considered to be routine, and will be considered or enacted by one motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.)

- Approval of the Agenda dated 09/02/2021
- Approval of Regular Meeting Minutes dated 08/19/2021
- Approval and pay:
- Expenditures:

522 Fire Control	45,294.09
001 General Fund	45,294.09
522 Fire Control 110 EMS Fund	2,415.64 2,415.64
594 Capital Expenditures	434.40
401 Construction Fund	434.40

Commissioner Brink made a motion to approve the consent agenda, seconded by Commissioner Goodwin and the motion carried.

RESOLUTIONS/MOTIONS

No resolutions or motions.

DISTRICT REPORTS

- Union Report
 - o No report.
- Volunteer Report
 - o No report.
- Logistics Report
 - o No report.
- City Liaison Report
 - o Ongoing traffic lights project.
- Commissioner's Report
 - o No report.
- Fire Chief's Report
 - o He attended Regional Chief's meeting no action items.
 - He attended the L&I meeting with their representative for the FIIRE Pilot Program along with Lieutenant Harper and Finance Manager Bradley.
 - o He attended the WR Chamber meeting and luncheon. Currently Hogs and Dogs along with Cool Desert Nights is still going as planned.
 - o Preparing and working on the 2022 Budget.
 - He attended the Liz Loomis Communication meeting this morning and developed the work plan for this upcoming month
 - O The district had two large incidents. First one being the incident that started in Finley and ultimately ended in West Richland. The second incident was a structure fire earlier this week that unfortunately one occupant did not make it out and perished. I want to thank everyone for the coming back in and crews did an exceptionally great job even though the outcomes were not what we want to see.
- District Secretary's Report
 - o LNI account separation District Secretary Bradley had a conversation with LNI account manager. To recap, Benton6 attached themselves as a sub account under Benton 4 back in 1992. Because of their compensable time loss claims, it increased Benton4 premium. She asked L&I for the accounts to be separated. They are updating the premium to reflect only Benton 4 and the preliminary finding is the rate is \$0.25 per hour less than before. They are willing to adjust the rate starting July 2021, but she will be filing a protest and will try to recoup the charges starting 2020. The board is in favor of recouping the error of premium assessed.
 - O She will be out of the office from 09/03-09/23/2021. She will be on vacation in Louisiana helping Hurricane Ida victims.

OPEN FORUM DISCUSSION

No discussions

IMPORTANT DATES

- 09/11/2021: Harvest Festival Cancelled
- 09/18/2021: Benton REA Safety Fair, Red Mountain Event Center, 0830-1200 hrs.
- 09/30/2021: Hogs and Dogs
- 09/30/2021: Cool Dessert Night
- 10/02/2021: BCFD4 Open House 1000-1300 hrs.

- 10/21/2021-10/23/2021: WFCA Conference
- 11/06/2021: Veteran's Day Parade
- 11/13/2021: Tri-County Commissioners Meeting, BCFD4 Station 430

CORRESPONDENCE

Thank you card

AMBULANCE SERVICE PROGRAM UPDATES

No updates

UNFINISHED BUSINESS

- Fire Department Community Assistance, Referrals and Education Services (FDCARES) program
 - No updates
- Station Design Team
 - Last invoice for G2 was for gear rack bracket. Chief Carlyle will reach out to the station design team to discuss projects. Bathroom at station 420 project do not have a bidder because it is too small. Chief Carlyle will bundle other projects in hope to get some bids.
- Apparatus Committee
 - The new engines run much quieter than the old ones. Canopy for duty chief will be back in stock in November.
- Volunteer Recruitment
 - Captain Shannon reported that 14 recruits starting the academy next week. They are residents, volunteer, and EMS only. Commissioner Russell asked if there are more spots for resident firefighters. Captain Shannon reported that there are currently 9 residents and no more open spots at this time.
- Bond Budget Report
 - o No report
- COVID19
 - Currently no personnel out with COVID or COVID quarantine.
 - Regionally the daily positivity numbers are still quite high. Information pushed out today that the month of August 2021 was the worst for positive COVID cases since the Pandemic started.
 - He will evaluate the upcoming open house and suspect we will cancel. He does not believe we can continue in good faith host this event right now with the numbers the way they are.
 - O Hospital admissions to the regional hospitals are still high. We are still seeing some hospital divert issues but doesn't seem to be as bad as they were two weeks.

NEW BUSINESS

EMS Levy – Chief Carlyle reported that during the communication meeting, the discussion
was around EMS levy lid lift. The rate is now \$0.379 per \$1,000 assessed values. If it drops
further, it would be hard to restore it. No action is required tonight but wanted to mention the
possibility of a lid lift.

AGENDA ITEMS FOR NEXT MEETING

- Fire Department Community Assistance, Referrals and Education Services (FDCARES) program
- Station Design Team
- Apparatus Committee
- Volunteer Recruitment

- Bond Budget Report
- COVID19
- EMS Levy

EXECUTIVE SESSION

No session

ADJOURNMENT:

The meeting was adjourned at 1841 hrs.

SLITA BRADLEY, DISTRICT SECRETARY

FRED BRINK, COMMISSIONER

SALUM SALUM OPINIONER

WOODY RUSSELL, COMMISSIONER

GARRETT GOODWIN, COMMISSIONER

WARRANT/CHECK REGISTER

BENTON COUNTY FIRE PROTECTION DISTRICT #4

09/24/2021 To: 09/24/2021

Time: 12:31:29 Date:

Page:

09/15/2021

Trans	Date	Туре	Acct #	War#	Claimant	Amount	Memo
1097	09/24/2021	Payroll	1	186636	AFLAC	180.28	Pay Cycle(s) 09/24/2021 To 09/24/2021 - AFLAC
1098	09/24/2021	Payroll	1	186637	BENTON COUNTY 4 BENEVOLENT FUND	31.00	Pay Cycle(s) 09/24/2021 To 09/24/2021 - Benevolent Fund
1099	09/24/2021	Payroll	1	186638	DIMARTINO	1,105.96	Pay Cycle(s) 09/24/2021 To 09/24/2021 - LT Disab- Life
1100	09/24/2021	Payroll	1	186639	IAFF LOCAL 1052	2,491.74	Pay Cycle(s) 09/24/2021 To 09/24/2021 - Union Dues
1101	09/24/2021	Payroll	≈1	186640	TRUSTEED PLANS SERVICE CORPORATION	30,505.73	Pay Cycle(s) 09/24/2021 To 09/24/2021 - Medical Insurance; Pay Cycle(s) 09/24/2021 To 09/24/2021 - Dental Insurance
1102	09/24/2021	Payroll	1	186641	C/O BENEFIT SOLUTIONS INC WSCFF MEDICAL EXPENSE REIMBURSEMEN	2,305.00	Pay Cycle(s) 09/24/2021 To 09/24/2021 - MERP
1103	09/24/2021	Claims	1	186642	BENTON RURAL ELECTRIC	1,806.14	ELECTRICITY
1104	09/24/2021	Claims	1		CI SHRED		DOCUMENT STORAGE; SHREDDING SERVICE
1105	09/24/2021	Claims	1	186644	CREWSENSE	134.73	ADDITIONAL CREWSENSE
1106	09/24/2021	Claims	1	186645	ISOUTSORCE	5,825.62	BLOCK SUPPORT; MONITORING SERVICE
1107	09/24/2021	Claims	1	186646	LIZ LOOMIS EASL, INC	4,000.00	COMMUNICATION
1108	09/24/2021	Claims	1	186647	LN CURTIS & SONS	439.81	APP TOOLS; ROPE RESCUE
1109	09/24/2021	Claims	1	186648	RINGOLDE	217.47	PATCHES
1110	09/24/2021	Claims	-1	186649	SNURE LAW OFFICE		LEGAL SERVICE
1111	09/24/2021	Claims	1	186650	STAPLES ADVANTAGE		SUPPLIES
1112	09/24/2021	Claims	1	186651	US BANK	3,010.90	VISA- BENITZ; VISA- BORSCHOWA; VISA- BRADLEY; REHAB SUPPLIES RUPPERT RD; VISA- CARLYLE; VISA- HARPER; VISA- LONGIE; VISA- NEWTON
			Fire Contro Payroll Cle			46,312.92 6,348.16	
		001 Genera	l Fund		-	52,661.08	
					,-	52,661.08	Claims: 16,041.37 Payroll: 36,619.71

We, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid olbigation against Benton County Fire District #4, and that we are authorized to authenticate and certify to said claim.

Admin Staff		Secretary_	Subradu	
Commissioners	Rolphu Russell,	Divot 2		
Approval Date	09/16/2021	<u>→</u>		

WARRANT/CHECK REGISTER

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 12:31:40 Date: 09/15/2021 1

09/24/2021 To: 09/24/2021 Page:

Trans	Date	Туре	Acct #	War#	Claimant	Amount Memo
1055	09/24/2021	Payroll	1	EFT	JOSHUA AMMANN	4,483.36 Aug Pay FLSA 07/26-08/22
1056	09/24/2021	Payroll	1	EFT	BRADLEY E ANDREWS	6,787.43 Aug Pay FLSA 07/26-08/22
1057	09/24/2021	Payroll	1	EFT	BONNIE M BENITZ	7,581.09 Aug Pay FLSA 07/26-08/22
1058	09/24/2021	Payroll	1	EFT	MATTHEW J BORSCHOWA	6,906.60 Aug Pay FLSA 07/26-08/22
1059	09/24/2021	Payroll	1	EFT	SLITA T BRADLEY	11,998.77 Aug Pay FLSA 07/26-08/22
1060	09/24/2021	Payroll	1	EFT	FREDERICK T BRINK	546.19 Aug Pay FLSA 07/26-08/22
1061	09/24/2021	Payroll	1	EFT	ED R CARAWAY	332.46 Aug Pay FLSA 07/26-08/22
1062	09/24/2021	Payroll	1	EFT	PAUL E CARLYLE	7,199.34 Aug Pay FLSA 07/26-08/22
1063	09/24/2021	Payroll	1	EFT	JOHN THOMAS CLARY	277.05 Aug Pay FLSA 07/26-08/22
1064	09/24/2021	Payroll	1	EFT	KAREN M DAVIS	49.87 Aug Pay FLSA 07/26-08/22
1065	09/24/2021	Payroll	1	EFT	MONTE R ELMORE	80.11 Aug Pay FLSA 07/26-08/22
1066	09/24/2021	Payroll	1	EFT	MANUEL I ESTRELLA	5,851.54 Aug Pay FLSA 07/26-08/22
1067	09/24/2021	Payroll	1	EFT	KEVIN G GAIDOS	5,221.37 Aug Pay FLSA 07/26-08/22
1068	09/24/2021	Payroll	1	EFT	LEO G GONZALES	775.74 Aug Pay FLSA 07/26-08/22
1069	09/24/2021	Payroll	1		GARRETT S GOODWIN	309.88 Aug Pay FLSA 07/26-08/22
1070	09/24/2021	Payroll	1	EFT	REX J GREEN	63.50 Aug Pay FLSA 07/26-08/22
1071	09/24/2021	Payroll	1	EFT	DAVID K HAMBRIGHT	14.78 Aug Pay FLSA 07/26-08/22
1072	09/24/2021	Payroll	1	EFT	GARRETT L HAMLIN	13.85 Aug Pay FLSA 07/26-08/22
1073	09/24/2021	Payroll	1	EFT	THOMAS R HARPER	8,529.83 Aug Pay FLSA 07/26-08/22
1074	09/24/2021	Payroll	1	EFT	KYLE C HART	761.89 Aug Pay FLSA 07/26-08/22
1075	09/24/2021	Payroll	1	EFT	SKYLAR J HIGLEY	512.54 Aug Pay FLSA 07/26-08/22
1076	09/24/2021	Payroll	1	EFT	DEBRA A JEROME	13.85 Aug Pay FLSA 07/26-08/22
1077	09/24/2021	Payroll	1	EFT	NATANIA M JOHNSTON	29.56 Aug Pay FLSA 07/26-08/22
1078	09/24/2021	Payroll	1	EFT	PATRICIA KIRKHAM	554.10 Aug Pay FLSA 07/26-08/22
1079	09/24/2021	Payroll	1	EFT	JAMES A LONGIE	7,259.56 Aug Pay FLSA 07/26-08/22
1080	09/24/2021	Payroll	1		JONATHAN LUCAS	11.62 Aug Pay FLSA 07/26-08/22
1081	09/24/2021	Payroll	1	EFT	AARON J MELOY	5,803.03 Aug Pay FLSA 07/26-08/22
1082	09/24/2021	Payroll	1	EFT	RAYMOND J NEWTON	6,926.19 Aug Pay FLSA 07/26-08/22
1083	09/24/2021	Payroll	1	EFT	GARRETT M PREMEL	5,542.25 Aug Pay FLSA 07/26-08/22
1084	09/24/2021	Payroll	1	EFT	ALLEN LEE PUTZ	9,878.73 Aug Pay FLSA 07/26-08/22
1085	09/24/2021	Payroll	1	EFT	KYLE M RICHE	188.39 Aug Pay FLSA 07/26-08/22
1086	09/24/2021	Payroll	1	EFT	RALPH WOODY RUSSELL	233.42 Aug Pay FLSA 07/26-08/22
1087	09/24/2021	Payroll	1	EFT	ROBERT C SHANNON	6,555.23 Aug Pay FLSA 07/26-08/22
1088	09/24/2021	Payroll	1	EFT	GARRETT W TRAPPETT	29.56 Aug Pay FLSA 07/26-08/22
1089	09/24/2021	Payroll	1	EFT	JACK L VAN HOORELBEKE	14.78 Aug Pay FLSA 07/26-08/22
1090	09/24/2021	Payroll	1	EFT	ANTHONY G VINING	7,169.67 Aug Pay FLSA 07/26-08/22
1091	09/24/2021	Payroll	1	EFT	BRIAN P WAKEMAN	3,270.46 Aug Pay FLSA 07/26-08/22
1092	09/24/2021	Payroll	1	EFT	JACOB M WALTON	5,971.37 Aug Pay FLSA 07/26-08/22
1093	09/24/2021	Payroll	1		GRADY D WINN	5,024.68 Aug Pay FLSA 07/26-08/22
1094	09/24/2021	Payroll	1	EFT	CODY WINTERS	6,787.14 Aug Pay FLSA 07/26-08/22
1113	09/24/2021	Payroll	1	EFT	CHERYL A BOOTH	801.22 Aug Pay FLSA 07/26-08/22
-			22 Fire Control			209,707.10

522 Fire Control 209,707.10 589 Payroll Clearing -69,345.10 001 General Fund 140,362.00

> 140,362.00 Payroll: 140,362.00

WARRANT/CHECK REGISTER
BENTON COUNTY FIRE PROTECTION DISTRICT #4

	Date.	09/13/2021								
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Trans	Date	Туре	Acct #	War#	Claimant		An	nount Memo)	
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TransDate TransCheckAmountvName
9/24/2021 $
                  4,483.36 AMMANN, JOSHUA
9/24/2021 $
                  6,787.43 ANDREWS, BRADLEY E
9/24/2021 $
                  7,581.09 BENITZ, BONNIE M
9/24/2021 $
                  6,906.60 BORSCHOWA, MATTHEW J
                 11,998.77 BRADLEY, SLITA T
9/24/2021 $
                   332.46 CARAWAY, ED R
9/24/2021 $
9/24/2021 $
                  7,199.34 CARLYLE, PAUL E
9/24/2021 $
                   277.05 CLARY, JOHN THOMAS
9/24/2021 $
                    49.87 DAVIS, KAREN M
9/24/2021 $
                    80.11 ELMORE, MONTE R
9/24/2021 $
                  5,851.54 ESTRELLA, MANUEL I
9/24/2021 $
                  5,221.37 GAIDOS, KEVIN G
9/24/2021 $
                   775.74 GONZALES, LEO G
9/24/2021 $
                   309.88 GOODWIN, GARRETT S
9/24/2021 $
                    63.50 GREEN, REX J
9/24/2021 $
                    14.78 HAMBRIGHT, DAVID K
9/24/2021 $
                    13.85 HAMLIN, GARRETT L
9/24/2021 $
                  8,529.83 HARPER, THOMAS R
9/24/2021 $
                   761.89 HART, KYLE C
9/24/2021 $
                   512.54 HIGLEY, SKYLAR J
9/24/2021 $
                    13.85 JEROME, DEBRA A
9/24/2021 $
                    29.56 JOHNSTON, NATANIA M
9/24/2021 $
                   554.10 KIRKHAM, PATRICIA
9/24/2021 $
                  7,259.56 LONGIE, JAMES A
9/24/2021 $
                    11.62 LUCAS, JONATHAN
9/24/2021 $
                  5,803.03 MELOY, AARON J
9/24/2021 $
                  6,926.19 NEWTON, RAYMOND J
9/24/2021 $
                  5,542.25 PREMEL, GARRETT M
9/24/2021 $
                  9,878.73 PUTZ, ALLEN LEE
9/24/2021 $
                   188.39 RICHE, KYLE M
9/24/2021 $
                   233.42 RUSSELL, RALPH WOODY
9/24/2021 $
                  6,555.23 SHANNON, ROBERT C
9/24/2021 $
                    29.56 TRAPPETT, GARRETT W
9/24/2021 $
                    14.78 VAN HOORELBEKE, JACK L
9/24/2021 $
                  7,169.67 VINING, ANTHONY G
9/24/2021 $
                  3,270.46 WAKEMAN, BRIAN P
9/24/2021 $
                  5,971.37 WALTON, JACOB M
9/24/2021 $
                  5,024.68 WINN, GRADY D
9/24/2021 $
                  6,787.14 WINTERS, CODY
9/24/2021 $
                   801.22 BOOTH, CHERYL A
          $
               139,815.81
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9/24/2021 \$ 546.19 BRINK, FREDERICK T

WARRANT/CHECK REGISTER

BENTON COUNTY FIRE PROTECTION DISTRICT #4

09/23/2021 To: 09/23/2021

Time: 12:31:07 Date:

79,706.45 Payroll:

Page:

09/15/2021

79,706.45

							<i>J</i>
Trans	Date	Type	Acct #	War#	Claimant	Amount	Memo
1095	09/23/2021	Payroll	1	186634	EFTPS- IRS Payroll Taxes		941 Deposit for Pay Cycle(s) 09/24/2021 - 09/24/2021 - Voided
1096	09/23/2021	Payroll	1	186635	WA PUB EMP & RETIRE SYS		Pay Cycle(s) 09/24/2021 To 09/24/2021 - LEOFF II; Pay Cycle(s) 09/24/2021 To 09/24/2021 - Deferred Comp; Pay Cycle(s) 09/24/2021 To 09/24/2021 - PERS 3 - Voided
1114	09/23/2021	Payroll	1	186652	EFTPS- IRS Payroll Taxes	37,999.75	941 Deposit for Pay Cycle(s) 09/24/2021 - 09/24/2021
1115	09/23/2021	Payroll	1	186653	WA PUB EMP & RETIRE SYS	41,706.70	Pay Cycle(s) 09/24/2021 To 09/24/2021 - LEOFF II; Pay Cycle(s) 09/24/2021 To 09/24/2021 - Deferred Comp; Pay Cycle(s) 09/24/2021 To 09/24/2021 - PERS 3; Pay Cycle(s) 09/24/2021 To 09/24/2021 - PERS 2
522 Fire Control 589 Payroll Clearing						16,801.20 62,905.25	
		001 Gene	ral Fund			79,706.45	

We, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid olbigation against Benton County Fire District #4, and that we are authorized to authenticate and cartify to said claim.

Admin Staff		Secretary_	SIL	adle	
Commissioners /	Palphel Sussell S	Der 15	De .	- m	15
Approval Date	09/16/2021				

Time: 12:32:31 Date: 09/15/2021

BENTON (OUNTY	FIRE	PROTECTION	DISTRIC
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Page: 001 General Fund 01/01/2021 To: 12/31/2021 Revenues Amt Budgeted Revenues Remaining 308 Beginning Balances 308 91 00 00 0.00 Beginning Balance 1,530,418.10 1,530,418.10 100.0% 308 Beginning Balances 1,530,418.10 1,530,418.10 0.00 100.0% 310 Taxes 3,307,003.00 311 10 00 01 1,841,964,89 1,465,038.11 55.7% Property Tax 337 20 00 01 Leasehold Tax 30,000.00 33,875.68 (3,875.68)112.9% 310 Taxes 3,337,003.00 1,875,840.57 1,461,162.43 56.2% 330 Intergovernmental Revenues 331 15 22 81 U.S. Fish & Wildlife Grant 0.00 0.00 0.00 0.0% 331 97 04 40 0.00 0.0% AFG GRANT 0.00 0.00 331 97 08 34 SAFER Grant 0.00 0.00 0.00 0.0% 333 97 00 01 Federal Indirect Grant From Department Of 0.00 0.00 0.00 0.0% Homeland Security 334 01 30 02 WSP-FF Training 1.000.00 0.00 1.000.00 0.0% 334 04 90 01 State Trauma Grant 1,200.00 0.00 1,200.00 0.0% 334 06 90 04 BVFF Physical Reimb. 1,000.00 0.00 1,000.00 0.0% 335 00 91 01 Energy NW Generation T 32,000.00 0.00 32,000.00 0.0% 337 97 04 40 AFG COST SHARE 0.00 0.00 0.00 0.0% 35,200.00 0.00 35,200.00 0.0% 330 Intergovernmental Revenues 340 Charges For Services 341 70 00 05 0.0% Resale/Supply Merchandise 0.00 0.00 0.00 18,526.50 342 21 00 01 Fire Services, State 39,000.00 47.5% 20,473.50 342 21 00 02 Fire Services, Federal 0.00 0.00 0.00 0.0% 342 21 00 03 Fire Services, Schools 2,300.00 0.00 2,300.00 0.0% 342 21 00 04 Private Fire Service-Other 0.00 0.00 0.00 0.0% 342 21 00 09 Fire Services, W Rhld 0.00 0.00 0.00 0.0% 41,300.00 18,526.50 22,773.50 44.9% 340 Charges For Services 350 Fines & Forfeitures 359 90 00 01 Fines And Penalties 0.00 0.00 0.00 0.0% 350 Fines & Forfeitures 0.00 0.00 0.00 0.0% 360 Investment Interest 361 11 00 01 8,000.00 86.7% Investment Interest 6,932.06 1,067.94 367 11 00 08 0.00 10,000.00 (10,000.00)0.0% Contributions/Donation 369 10 05 01 0.00 0.00 0.0% Sale Of Scrap & Junk 0.00 369 40 00 02 Judgements And Settlements 0.00 0.00 0.00 0.0% (1,320.30)369 91 00 00 Other Miscellaneous Revenue 2.000.00 3,320.30 166.0% 10,000.00 360 Investment Interest 20,252.36 (10,252.36)202.5% 380 Non Revenues 389 00 00 01 Suspense- To Be Reclassified 0.00 0.00 0.00 0.0%

BENTON COUNTY FIRE PROTECTION DISTRIC

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21 To: 12/ maining 0.00 0.00	0.0%
0.00	
0.00	0.0%
0.00	0.0%
0.00	0.0%
0.00	0.0%
0.00	0.0%
6,421.00	0.0%
0.00	0.0%
0.00	0.0%
	0.0%
0.00	0.0%
5,421.00	0.0%
,304.57	58.3%
maining	
6,000.00	0.0%
5,000.00	0.0%
2,660.00	59.1%
3,044.00	53.2%
3,172.00	51.2%
322.81	48.4%
360.67	42.3%
360.80	42.3%
0.00	0.0%
1,077.71	2.0%
2,500.00	0.0%
680.00	66.0%
,177.99	47.4%
2,794.02	47.4%
6,317.82	36.8%
0.00	0.0%
	50.0%
	51.9%
775.43	61.2%
0.00	0.0%
2,580.00	57.0%
2,580.00 4,000.00	57.0% 0.0%
2,580.00	57.0%
	0.00 0.00

BENTON COUNTY FIRE PROTECTION DISTRIC

Time: 12:32:31 Date: 09/15/2021

001 General F	- und		01	/01/2021 To: 12,	/31/2021
Expenditures		Amt Budgeted	Expenditures	Remaining	
522 Fire Cont	rol				
522 12 31 10	Computer Software	3,000.00	658.95	2,341.05	22.0%
522 12 35 00	Office Tools & Equipment	2,000.00	472.76	1,527.24	23.6%
522 12 35 10	Office Computer Equipment	31,000.00	23,603.94	7,396.06	76.1%
522 12 41 00	Contract Services	82,000.00	104,083.73	(22,083.73)	126.9%
522 12 41 01	Portable Office Trailer 420	0.00	0.00	0.00	0.0%
522 12 41 02	Contract For Union Negotiation	0.00	0.00	0.00	0.0%
522 12 41 10	Financial Services Contract(BIAS)	20,000.00	21,345.99	(1,345.99)	106.7%
522 12 41 20	Professional Services	10,000.00	0.00	10,000.00	0.0%
522 12 42 00	Phone Service	12,000.00	6,289.68	5,710.32	52.4%
522 12 42 10	Cellular Phone Service	13,000.00	7,580.13	5,419.87	58.3%
522 12 42 40	Postage	1,500.00	534.33	965.67	35.6%
522 12 44 00	Advertising/Notices/Recruiting	1,500.00	567.00	933.00	37.8%
522 12 45 00	Equipment Lease/Maint	10,200.00	2,972.40	7,227.60	29.1%
522 12 46 00	District Insurance	62,000.00	8,054.00	53,946.00	13.0%
522 12 48 00	Repair & Maint Office Equip	0.00	0.00	0.00	0.0%
522 12 48 20	WebPage Maintenance	500.00	220.61	279.39	44.1%
522 12 49 00	Memberships/Dues	16,000.00	7,462.00	8,538.00	46.6%
522 12 49 10	Taxes And Irrigation Fees	100.00	70.73	29.27	70.7%
522 12 49 20	State Auditor	11,000.00	1,809.60	9,190.40	16.5%
012 A	Administrative	846,388.00	459,418.39	386,969.61	54.3%
522 13 41 00	Levy Publication Services	55,000.00	41,714.47	13,285.53	75.8%
522 13 48 20	Outside Services	0.00	0.00	0.00	0.0%
522 13 49 00	Commissioner Elections	5,000.00	1,651.94	3,348.06	33.0%
013 E	lection	60,000.00	43,366.41	16,633.59	72.3%
522 14 41 00	Legal Services	12,000.00	1,818.75	10,181.25	15.2%
014 L	egal	12,000.00	1,818.75	10,181.25	15.2%
522 15 40 00	Advance Travel/Petty Cash	0.00	0.00	0.00	0.0%
015 Ir	nternal Acct	0.00	0.00	0.00	0.0%
522 20 10 10	Mobilization Wages	30,000.00	59,525.82	(29,525.82)	198.4%
522 20 20 10	Mobilization Benefits	9,000.00	12,012.65	(3,012.65)	133.5%
522 20 24 10	Physicals/Innoculation	63,000.00	28,166.00	34,834.00	44.7%
522 20 28 00	Uniforms (All Non-PPE)	25,000.00	19,981.23	5,018.77	79.9%
522 20 31 00	Expendable Incident Supplies	500.00	116.16	383.84	23.2%
522 20 35 00	Tools & Equipment	2,500.00	13,120.71	(10,620.71)	524.8%
522 20 35 20	Physical Eval Equipment	0.00	0.00	0.00	0.0%
522 20 41 00	Assessment Fees	6,000.00	0.00	6,000.00	0.0%
522 20 48 00	Uniform Maintenance	1,000.00	298.65	701.35	29.9%
020 C	Operations	137,000.00	133,221.22	3,778.78	97.2%
522 21 10 10	Salary - Firefighters	1,558,000.00	1,094,013.68	463,986.32	70.2%
522 21 10 71	Overtime - Firefighters	120,000.00	248,375.96	(128,375.96)	207.0%
522 21 10 80	Resident Reimbursement	120,000.00	2,810.00	117,190.00	2.3%
522 21 10 90	Volunteer Reimbursement	66,000.00	63,519.00	2,481.00	96.2%
522 21 20 04	HRA Benefits	51,000.00	32,750.00	18,250.00	64.2%
522 21 20 10	Benefits - Firefighters	476,000.00	303,406.09	172,593.91	63.7%
522 21 20 71	Benefits - Overtime FF	50,000.00	63,907.64	(13,907.64)	127.8%
522 21 20 80	Benefits - Resident Reimbursement	4,500.00	214.90	4,285.10	4.8%
522 21 20 90	Benefits - Volunteer	4,000.00	4,926.18	(926.18)	123.2%

BENTON COUNTY FIRE PROTECTION DISTRIC

Time: 12:32:31 Date: 09/15/2021

001 General F	Fund		01	/01/2021 To: 12/	/31/2021
Expenditures		Amt Budgeted	Expenditures	Remaining	
522 Fire Cont	rol				
522 21 28 20	PPE - Protective Clothing	62,000.00	49,444.34	12,555.66	79.7%
522 21 31 00	Expendable Supplies - Suppression	3,600.00	1,120.47	2,479.53	31.1%
522 21 31 10	Supplies - Support Service	4,000.00	1,948.00	2,052.00	48.7%
522 21 35 10	Tools & Equipment -Suppression	7,750.00	4,723.36	3,026.64	60.9%
522 21 35 11	Hose Replacement	8,700.00	222.63	8,477.37	2.6%
522 21 35 12	Nozzle Replacement	8,700.00	0.00	8,700.00	0.0%
522 21 35 13	Tools - Support Service	5,000.00	62.40	4,937.60	1.2%
522 21 41 00	Professional Services	12,000.00	126.18	11,873.82	1.1%
522 21 48 00	Equipment Repair & Maint	1,550.00	258.03	1,291.97	16.6%
522 21 48 10	Fire Extinguisher Maint	1,600.00	211,01	1,388.99	13.2%
522 21 48 80	SCBA Air Compressor	1,000.00	0.00	1,000.00	0.0%
522 21 48 90	SCBA Repair/Maintenance	2,000.00	217.72	1,782.28	10.9%
	Suppression	2,567,400.00	1,872,257.59	695,142.41	72.9%
522 24 31 00	Expendable Supplies - Radios	500.00	0.00	500.00	0.0%
522 24 35 00	Non-Expendable Supplies - Radios	25,000.00	19,417.95	5,582.05	77.7%
522 24 41 00	Dispatch Services	74,500.00	49,460.00	25,040.00	66.4%
522 24 41 10	VHF Maintenance Fee	15,100.00	0.00	15,100.00	0.0%
522 24 48 00	Repair & Maintenance - Radios	3,000.00	222.14	2,777.86	7.4%
024 (Communications	118,100.00	69,100.09	48,999.91	58.5%
522 30 31 00	Expendable Supplies-Prevention	6,500.00	1,456.39	5,043.61	22.4%
522 30 31 10	Smoke Alarm Program	1,000.00	0.00	1,000.00	0.0%
522 30 35 00	Tools & Equipment - Prevention	750.00	0.00	750.00	0.0%
522 30 48 00	Repair & Maintenance - Prevention	0.00	0.00	0.00	0.0%
522 30 48 10	Newsletter/Education Flyers	100.00	0.00	100.00	0.0%
030 P	Public Information	8,350.00	1,456.39	6,893.61	17.4%
522 45 31 00	Expendable Supplies - Training	2,000.00	2,295.64	(295.64)	114.8%
522 45 31 10	Training Computer Software	8,700.00	6,203.93	2,496.07	71.3%
522 45 35 00	Tools & Equipment - Training	27,800.00	912.82	26,887.18	3.3%
522 45 35 10	Equipment- Wellness Program	0.00	0.00	0.00	0.0%
522 45 41 00	Professional Service	14,000.00	575.00	13,425.00	4.1%
522 45 43 00	Travel - Mileage & Air(Operations)	3,500.00	0.00	3,500.00	0.0%
522 45 43 01	Travel - Mileage&Air(Admin)	2,400.00	1,080.81	1,319.19	45.0%
522 45 43 02	Travel - Mileage&Air(Automotive)	0.00	0.00	0.00	0.0%
522 45 43 03	Travel - Mileage&Air(EMS Officer)	6,500.00	(326.41)	6,826.41	5.0%
522 45 43 10	PerDiem & Lodging(Operations)	8,000.00	957.06	7,042.94	12.0%
522 45 43 11	PerDiem & Lodging(Admin)	6,800.00	318.56	6,481.44	4.7%
522 45 43 12	PerDiem & Lodging (Automotive)	0.00	0.00	0.00	0.0%
522 45 43 13	PerDiem & Lodging(Addomotive)	8,000.00	0.00	8,000.00	0.0%
522 45 43 20	Registration Fees(Operations)	32,000.00	21,565.32	10,434.68	67.4%
522 45 43 21	Registration Fees(Admin)	3,500.00	480.00	3,020.00	13.7%
	•			-	
522 45 43 22	Registration Fees (Automotive)	0.00 6.500.00	0.00	0.00	0.0%
522 45 43 23	Registration Fees(EMS Officer)	6,500.00	2,218.21	4,281.79	34.1%
522 45 43 30 522 45 48 00	Tuition Reimbursement Repair And Maintenance	10,000.00 0.00	1,175.00 0.00	8,825.00 0.00	11.8% 0.0%
	raining	139,700.00	37,455.94	102,244.06	26.8%
	_				
522 50 31 00	Expendable Supplies -Facilities	7,500.00	2,933.70	4,566.30	39.1%
522 50 35 00	Tools & Equipment - Facilities	6,000.00	4,145.06	1,854.94	69.1%
522 50 41 00	Professional Services	0.00	0.00	0.00	0.0%

BENTON COUNTY FIRE PROTECTION DISTRIC

Time: 12:32:31 Date: 09/15/2021

001 General F	und		01	/01/2021 To: 12,	/31/2021
Expenditures		Amt Budgeted	Expenditures	Remaining	
522 Fire Cont	rol				
522 50 45 00	Lease-Sta 410	5,000.00	4,767.63	232.37	95.4%
522 50 47 10	Electricity	38,000.00	19,330.49	18,669.51	50.9%
522 50 47 20	Water/Sewer/Natural Gas	20,000.00	10,472.71	9,527.29	52.4%
522 50 48 00	Repair & Maint Facilities	23,000.00	20,788.27	2,211.73	90.4%
050 F	acilities	99,500.00	62,437.86	37,062.14	62.8%
522 60 31 00	Expendable Supplies - Automotive	6,000.00	1,057.12	4,942.88	17.6%
522 60 32 00	Fuels	25,000.00	15,752.18	9,247.82	63.0%
522 60 35 00	Tools & Equipment - Automotive	1,750.00	2,156.27	(406.27)	123.2%
522 60 48 00	Repair & Maint Automotive	65,000.00	30,363.48	34,636.52	46.7%
060 A	automotive	97,750.00	49,329.05	48,420.95	50.5%
522 70 31 00	Expendable Supplies - EMS	31,000.00	27,632.60	3,367.40	89.1%
522 70 35 00	Small Tools & Minor Equip	11,000.00	5,978.50	5,021.50	54.4%
522 70 41 02	EMS Assessment Fee	1,500.00	1,187.68	312.32	79.2%
522 70 41 10	Contract Services - EMS	9,500.00	8,413.91	1,086.09	88.6%
522 70 48 00	Small Tools- Repairs & Maintenance	0.00	1,824.21	(1,824.21)	0.0%
526 22 31 01	Expendable Supplies - ALS	0.00	0.00	0.00	0.0%
070 E	MS -	53,000.00	45,036.90	7,963.10	85.0%
522 Fire (Control	4,182,163.00	2,787,695.60	1,394,467.40	66.7%
599 Drior Pari	od Adjustment				
585 10 00 01	Other Decreases In Net Cash & Investments - Other Costs Allocations _	0.00	0.00	0.00	0.0%
588 Prior	Period Adjustment	0.00	0.00	0.00	0.0%
589 Payroll Cl	earing				
589 90 00 00	Payroll Clearing	0.00	(65.40)	65.40	0.0%
589 90 00 01	Other Non-Expenditures - Suspense	0.00	0.00	0.00	0.0%
589 Payro	oll Clearing	0.00	(65.40)	65.40	0.0%
591 Debt Serv			0.00	0.00	0.00/
591 22 71 02	Capital Lease Principal	0.00	0.00	0.00	0.0% 0.0%
592 22 83 02	Capital Lease Interest	0.00	0.00	0.00	0.0%
591 Debt	Service	0.00	0.00	0.00	0.0%
594 Capital Ex	openditures				
594 22 63 01	Capital Equipment - AFG Portion	0.00	0.00	0.00	0.0%
594 22 63 02	Capital Equipment - District Matching Portion	0.00	0.00	0.00	0.0%
000	÷-	0.00	0.00	0.00	0.0%
594 22 62 00	Captial Building	0.00	0.00	0.00	0.0%
		0.00	0.00	0.00	0.0%
				0.00	0.0%
594 22 63 00 594 22 64 01	Capital Apparatus And Equipment Capital Communications	0.00 0.00	0.00 0.00		

BENTON COU	NTY FIRE PROTECTION DISTRIC		Time:	12:32:31	Date: 09/ Page:	15/2021 6
001 General Fu	nd			01/01/2021 To: 12,		/31/2021
Expenditures		Amt Budgeted	Budgeted Expenditures Remaining			
594 Capital Exp	enditures					
022 Cap	oital	0.00		0.00	0.00	0.0%
594 Capital	Expenditures	0.00		0.00	0.00	0.0%
597 Interfund T	ransfers					
597 00 00 01	Transfers Out To 501	7,000.00		0.00	7,000.00	0.0%
597 00 01 04	Transfer Out To 104	0.00		0.00	0.00	0.0%
597 00 01 05	Transfer Out	0.00		0.00	0.00	0.0%
597 00 01 07	Transfers-Out To 107	15,000.00		0.00	15,000.00	0.0%
597 00 01 61	Transfer Out To 601	75,761.00		0.00	75,761.00	0.0%
597 Interfur	nd Transfers	97,761.00		0.00	97,761.00	0.0%
Fund Expendit	ures:	4,279,924.00	2,787,63	0.20	1,492,293.80	65.1%
Fund Excess/(D	Deficit):	1,630,418.10	657,40	7.33		

BENTON COUNTY FIRE PROTECTION DISTRIC

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004 Health Reimbursement Fund		01,	/01/2021 To: 12,	/31/2021
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances				
308 91 00 04 Beginning Balance	86.13	86.13	0.00	100.0%
308 Beginning Balances	86.13	86.13	0.00	100.0%
340 Charges For Services				
349 17 00 01 Employee Benefit - HRA	0.00	0.00	0.00	0.0%
340 Charges For Services	0.00	0.00	0.00	0.0%
360 Investment Interest				
361 11 00 04 Investment Interest	2.00	0.42	1.58	21.0%
360 Investment Interest	2.00	0.42	1.58	21.0%
380 Non Revenues				
388 80 00 01 Prior Year(s) Corrections	0.00	0.00	0.00	0.0%
380 Non Revenues	0.00	0.00	0.00	0.0%
397 Interfund Transfers				
397 00 01 04 Transfer In From 001	0.00	0.00	0.00	0.0%
397 00 01 05 Transfer In From 101	0.00	0.00	0.00	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Revenues:	88.13	86.55	1.58	98.2%
Fund Excess/(Deficit):	88.13	86.55		

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BENTON COUNTY FIRE PROTECTION DISTRIC

Fund Expenditures:

Fund Excess/(Deficit):

Page: 01/01/2021 To: 12/31/2021 007 Separation Fund Amt Budgeted Remaining Revenues Revenues 308 Beginning Balances 0.00 308 51 00 07 Beginning Balance 177,760.59 177,760.59 100.0% 177,760.59 308 Beginning Balances 177,760.59 0.00 100.0% 360 Investment Interest 361 11 00 07 500.00 857.69 (357.69)171.5% Investment Interest 500.00 857.69 (357.69) 171.5% 360 Investment Interest 397 Interfund Transfers 397 00 00 07 Transfer In From 001 15,000.00 0.00 15,000.00 0.0% 397 Interfund Transfers 15,000.00 0.00 15,000.00 0.0% **Fund Revenues:** 193,260.59 178,618.28 14,642.31 92.4% Amt Budgeted **Expenditures** Remaining **Expenditures** 597 Interfund Transfers 0.00 597 00 00 07 0.0% Transfers-Out To 001 0.00 0.00 0.00 597 Interfund Transfers 0.00 0.00 0.0%

0.00

193,260.59

0.00

178,618.28

0.00

0.0%

BENTON COUNTY FIRE PROTECTION DISTRIC

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099 Imprest Fund			01	/01/2021 To: 12/	31/2021
Revenues		Amt Budgeted	Revenues	Remaining	
308 Beginning Balances					
308 91 00 99 Beginnin	ng Balance	0.00	13,500.00	(13,500.00)	0.0%
308 Beginning Balar	nces	0.00	13,500.00	(13,500.00)	0.0%
380 Non Revenues					
388 10 00 99 Priior Pei	riod Adjustments	0.00	0.00	0.00	0.0%
380 Non Revenues		0.00	0.00	0.00	0.0%
Fund Revenues:		0.00	13,500.00	(13,500.00)	0.0%
Fund Excess/(Deficit):		0.00	13,500.00		

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Page: 10 110 EMS Fund 01/01/2021 To: 12/31/2021 Revenues Amt Budgeted Remaining Revenues 308 Beginning Balances 308 31 00 11 Beginning Balance 2,131,904.71 2,131,904.71 0.00 100.0% 308 Beginning Balances 2,131,904.71 2,131,904.71 0.00 100.0% 310 Taxes 311 10 00 11 466,767.00 337,405.00 58.0% Property Tax 804,172.00 466,767.00 310 Taxes 804,172,00 337,405.00 58.0% 330 Intergovernmental Revenues 332 93 40 10 **GEMT** 330,000.00 237,059.82 92,940.18 71.8% 330,000.00 237,059.82 92,940.18 71.8% 330 Intergovernmental Revenues 340 Charges For Services 342 60 01 10 200,000.00 113,919.75 Ambulance Service 86,080.25 57.0% 200,000.00 340 Charges For Services 113,919.75 86,080.25 57.0% 360 Investment Interest 361 11 00 11 25,000.00 10,578.65 14,421.35 42.3% Investment Interest 360 Investment Interest 25,000.00 10,578.65 14,421.35 42.3% **Fund Revenues:** 2,960,229.93 3,491,076.71 530,846.78 84.8% Expenditures Amt Budgeted **Expenditures** Remaining 522 Fire Control 522 70 35 10 Small Tools And Minor Equipment 0.00 0.00 0.00 0.0% 522 70 41 00 Ambulance Billing Service Fee 24,000.00 32,851.45 (8,851.45)136.9% 522 70 41 01 **IMAGE TREND** 0.00 0.00 0.00 0.0% 522 70 41 20 108.5% Ambulance Over Payment 5,000.00 5,424.02 (424.02)522 70 49 00 Other Expenditures 0.00 0.00 0.00 0.0% 29,000.00 38,275.47 (9,275.47) 132.0% 522 Fire Control 588 Prior Period Adjustment 588 10 00 10 0.00 0.00 0.00 0.0% PY Adjustments 0.00 0.00 0.00 0.0% 588 Prior Period Adjustment 594 Capital Expenditures 594 22 63 10 Capital Apparatus 0.00 0.00 0.00 0.0% 0.00 0.00 0.00 0.0% 594 Capital Expenditures 597 Interfund Transfers 597 00 01 10 Transfer Out To 001 956,421.00 0.00 956,421.00 0.0%

Fund Excess/(Deficit):	2,505,655.71	2,921,954.46		
Fund Expenditures:	985,421.00	38,275.47	947,145.53	3.9%
597 Interfund Transfers	956,421.00	0.00	956,421.00	0.0%
597 Interfund Transfers				
Expenditures	Amt Budgeted	Expenditures	Remaining	
110 EMS Fund		it	01/01/2021 To: 12	/31/2021
			Page:	11
BENTON COUNTY FIRE PROTECTION DISTRIC		Time: 12:3	2:31 Date: 09/	15/2021

12:32:31 Date: 09/15/2021

BENTON (COUNTY	FIRF PR	OTECTION	DISTRIC
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Fund Expenditures:

Fund Excess/(Deficit):

Page: 12 01/01/2021 To: 12/31/2021 201 EMS Bond Fund Amt Budgeted Revenues Remaining Revenues 308 Beginning Balances 308 31 00 21 Beginning Balance 17,560.16 17,560.16 0.00 100.0% 308 Beginning Balances 17,560.16 17,560.16 0.00 100.0% 310 Taxes 311 10 00 21 0.00 35,781.89 0.0% Property Tax (35,781.89)310 Taxes 0.00 35,781.89 (35,781.89)0.0% 360 Investment Interest 361 11 00 21 0.00 84.73 (84.73)0.0% Investment Interest 0.00 84.73 0.0% 360 Investment Interest (84.73)380 Non Revenues 388 80 00 02 Prior Year(s) Corrections 0.00 0.00 0.00 0.0% 380 Non Revenues 0.00 0.00 0.00 0.0% **Fund Revenues:** 17,560.16 53,426.78 (35,866.62) 304.2% Expenditures Amt Budgeted Expenditures Remaining 591 Debt Service 0.0% 591 22 71 01 **Bond Principal Payment** 0.00 0.00 0.00 592 22 83 01 **Bond Interest Payment** 0.00 0.00 0.00 0.0% 592 22 89 21 **Debt Service Cost** 0.00 0.00 0.00 0.0% 591 Debt Service 0.00 0.00 0.00 0.0%

0.00

17,560.16

0.00

53,426.78

0.00

0.0%

DGET POSITION			
	Time: 12:		/15/202 <i>1</i> 13
			2/31/2021
Amt Budgeted	Revenues	Remaining	
84,396.84	84,396.84	0.00	100.0%
84,396.84	84,396.84	0.00	100.0%
470,000.00 0.00	·		
470,000.00	225,201.10	244,798.90	47.9%
1,200.00	432.28	767.72	36.0%
1,200.00	432.28	767.72	36.0%
0.00	0.00	0.00	0.0%
0.00	0.00	0.00	0.0%
555,596.84	310,030.22	245,566.62	55.8%
Amt Budgeted	Expenditures	Remaining	
145,000.00			
276,800.00 0.00			
421,800.00	138,400.00	283,400.00	32.8%
	Amt Budgeted 84,396.84 84,396.84 470,000.00 470,000.00 1,200.00 1,200.00 0.00 555,596.84 Amt Budgeted 145,000.00 276,800.00 0.00	Amt Budgeted Revenues 84,396.84 84,396.84 84,396.84 84,396.84 84,396.84 470,000.00 0.00 470,000.00 225,201.10 1,200.00 432.28 1,200.00 0.00 0.00 555,596.84 Amt Budgeted Expenditures 145,000.00 276,800.00 0.00 0.00 0.00	Time: 12:32:31 Date: 09, Page: O1/01/2021 To: 12

0.00

0.00

421,800.00

133,796.84

0.00

0.00

138,400.00

171,630.22

0.00

0.00

283,400.00

0.0%

0.0%

32.8%

597 00 00 21

Fund Expenditures:

Fund Excess/(Deficit):

Transfers-Out

597 Interfund Transfers

Fund Excess/(Deficit):	111,573.43	491,611.52		
Fund Expenditures:	900,000.00	524,046.46	375,953.54	58.2%
597 Interfund Transfers	0.00	0.00	0.00	0.0%
597 00 01 01 Transfer Out	0.00	0.00	0.00	0.0%
597 Interfund Transfers				
594 Capital Expenditures	900,000.00	524,046.46	375,953.54	58.2%
594 22 62 01 Building Upgrade 594 22 62 04 Capital Apparatus	900,000.00	340,489.02 183,557.44	559,510.98 (183,557.44)	37.8% 0.0%
594 Capital Expenditures				
591 Debt Service	0.00	0.00	0.00	0.0%
592 22 89 00 Bond Fees	0.00	0.00	0.00	0.0%
591 Debt Service				
Expenditures	Amt Budgeted	Expenditures	Remaining	
Fund Revenues:	1,011,573.43	1,015,657.98	(4,084.55)	100.4%
390 Other Revenues	0.00	0.00	0.00	0.0%
391 10 00 01 Bond Proceeds	0.00	0.00	0.00	0.0%
390 Other Revenues				
380 Non Revenues	0.00	0.00	0.00	0.0%
388 80 00 04 Prior Year(s) Corrections	0.00	0.00	0.00	0.0%
380 Non Revenues				
360 Investment Interest	1,000.00	5,084.55	(4,084.55)	508.5%
361 11 00 41 Investment Interest	1,000.00	5,084.55	(4,084.55)	508.5%
360 Investment Interest				
308 Beginning Balances	1,010,573.43	1,010,573.43	0.00	100.0%
308 31 00 41 Beginning Balance	1,010,573.43	1,010,573.43	0.00	100.0%
308 Beginning Balances				
Revenues	Amt Budgeted	Revenues	Remaining	
401 Construction Fund		0	1/01/2021 To: 12	/31/2021
BENTON COUNTY FIRE PROTECTION DISTRIC			Page:	15/202

	2021 B	UDGET POSITION			
BENTON CO	UNTY FIRE PROTECTION DISTRIC		Time: 12:3	2:31 Date: 09/ Page:	15/2021 15
501 Equipmer	nt Fund			01/01/2021 To: 12,	/31/2021
Revenues		Amt Budgeted	Revenues	Remaining	
308 Beginning	g Balances				
308 51 00 51	Beginning Balance	512,880.10	512,880.10	0.00	100.0%
308 Begin	ning Balances	512,880.10	512,880.10	0.00	100.0%
310 Taxes					
311 10 00 51	Property Tax	0.00	0.00	0.00	0.0%
310 Taxes		0.00	0.00	0.00	0.0%
360 Investmen	nt Interest				
361 11 00 51	Investment Interest	7,000.00	2,460.25	4,539.75	35.1%
360 Inves	tment Interest	7,000.00	2,460.25	4,539.75	35.1%
380 Non Reve	enues				
388 80 00 05	Prior Year(s) Corrections	0.00	0.00	0.00	0.0%
380 Non I	Revenues	0.00	0.00	0.00	0.0%
390 Other Rev	venues				
395 10 00 01	Sale Of Fixed Asset	0.00	0.00	0.00	0.0%
390 Other	r Revenues	0.00	0.00	0.00	0.0%
397 Interfund	Transfers				
397 00 00 05	Transfer In From 001	7,000.00	0.00	7,000.00	0.0%
397 Interf	und Transfers	7,000.00	0.00	7,000.00	0.0%
Fund Revenu	es:	526,880.10	515,340.35	11,539.75	97.8%
Expenditures		Amt Budgeted	Expenditures	Remaining	
522 Fire Cont	rol				
522 50 35 51	Small Tools And Minor Equipment	0.00	0.00	0.00	0.0%
000		0.00	0.00	0.00	0.0%
522 21 35 80	SCBA BOTTLES	0.00	0.00	0.00	0.0%
021 S	uppression	0.00	0.00	0.00	0.0%
522 Fire C	Control	0.00	0.00	0.00	0.0%
594 Capital Ex	penditures				
594 22 63 51	Capital Apparatus	0.00	10,714.47	(10,714.47)	0.0%

0.00

10,714.47

(10,714.47)

0.0%

594 Capital Expenditures

597 Interfund Transfers

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Time: 12:32:31 Date: 09/15/2021

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501 Equipment Fund			01/01/2021 To: 12/	31/2021
Expenditures	Amt Budgeted	Expenditures	Remaining	
597 Interfund Transfers				
597 00 05 01 Transfer Out To 101	0.00	0.00	0.00	0.0%
597 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Expenditures:	0.00	10,714.47	(10,714.47)	0.0%
Fund Excess/(Deficit):	526.880.10	504,625.88		

BENTON COUNTY FIRE PROTECTION DISTRIC		Time: 12	2:32:31	Date: 09 Page:	/15/2021 17
601 Reserve Fund			01/01	1/2021 To: 1	2/31/2021
Revenues	Amt Budgeted	Revenues Remaining			
308 Beginning Balances					
308 91 00 61 Beginning Balance	919,666.95	919,666.9	95	0.00	100.0%
308 Beginning Balances	919,666.95	919,666.9)5	0.00	100.0%
360 Investment Interest					
361 11 00 61 Investment Interest	10,000.00	4,437.3	34	5,562.66	44.4%
360 Investment Interest	10,000.00	4,437.3	34	5,562.66	44.4%
380 Non Revenues					
388 80 00 06 Prior Year(s) Corrections	0.00	0.0	00	0.0	0.0%
380 Non Revenues	0.00	0.0	00	0.00	0.0%
397 Interfund Transfers					
397 00 01 61 Transfer In From 101	75,761.00	0.0	00	75,761.00	0.0%
397 Interfund Transfers	75,761.00	0.0	00	75,761.00	0.0%
Fund Revenues:	1,005,427.95	924,104.2	!9	81,323.66	91.9%
Expenditures	Amt Budgeted	Expenditure	es	Remaining	l
597 Interfund Transfers					
597 00 00 06 Transfer Out	0.00	0.0	00	0.00	0.0%
597 Interfund Transfers	0.00	0.0	00	0.00	0.0%
Fund Expenditures:	0.00	0.0	00	0.00	0.0%
Fund Excess/(Deficit):	1,005,427.95	924,104.2	- !9		

2021 BUDGET POSITION TOTALS

BENTON COUNTY FIRE PROTECTION DIS

Time: 12:32:31 Date: 09/15/2021

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Fund	5,910,342.10	3,445,037.53	58.3%	4,279,924.00	2,787,630.20	65%
004 Health Reimbursement Fund	88.13	86.55	98.2%	0.00	0.00	0%
007 Separation Fund	193,260.59	178,618.28	92.4%	0.00	0.00	0%
099 Imprest Fund	0.00	13,500.00	0.0%	0.00	0.00	0%
110 EMS Fund	3,491,076.71	2,960,229.93	84.8%	985,421.00	38,275.47	4%
201 EMS Bond Fund	17,560.16	53,426.78	304.2%	0.00	0.00	0%
202 Construction Bond Fund	555,596.84	310,030.22	55.8%	421,800.00	138,400.00	33%
401 Construction Fund	1,011,573.43	1,015,657.98	100.4%	900,000.00	524,046.46	58%
501 Equipment Fund	526,880.10	515,340.35	97.8%	0.00	10,714.47	0%
601 Reserve Fund	1,005,427.95	924,104.29	91.9%	0.00	0.00	0%
	12,711,806.01	9,416,031,91	74.1%	6,587,145.00	3,499,066.60	53.1%

Time: 13:12:50 Date: 09/15/2021

BENTON COUNTY FIRE PROTECTION DISTRICT #4

09/24/2021 To: 09/24/2021

Page: Accts Pay # Paid On Year Trans Vendor ID Vendor Amount Memo 11353 09/24/20212021 1103 **BENTON RURAL ELECTRIC** 1,806.14 ELECTRICITY 001 000 522 General Fund 522 50 47 10 Electricity 680.62 STA420 522 50 47 10 Electricity 001 000 522 General Fund 22,08 WELLHOUSE 522 50 47 10 Electricity 001 000 522 General Fund 139.84 SHOP 001 000 522 General Fund 522 50 47 10 Electricity 619,94 STA430 522 50 47 10 Electricity 001 000 522 General Fund 343.66 STA410 Invoice 08312021 1,806.14 **11357 09/24/20212021** 1104 628 CI SHRED 39.46 DOCUMENT STORAGE 522 12 41 00 Contract Services 001 000 522 General Fund 39.46 DOCUMENT STORAGE Invoice 0122194 39.46 **59 09/24/20212021** 1104 628 CI SHRED 16.47 SHREDDING SERVICE 522 12 41 00 Contract Services 001 000 522 General Fund 16,47 SHREDDING SERVICE Invoice 0123039 16.47 SHREDDING SERVICE **11358 09/24/20212021** 1105 836 **CREWSENSE** 134.73 ADDITIONAL CREWSENSE 522 12 41 00 Contract Services 001 000 522 General Fund 134.73 ADDITIONAL CREWSENSE Invoice 134.73 INV33208 INV33208 **11350 09/24/20212021** 1106 876 **ISOUTSORCE** 5,000.00 BLOCK SUPPORT 522 12 41 00 Contract Services 001 000 522 General Fund 5,000.00 **BLOCK SUPPORT** Invoice CW256261 5,000.00 BLOCK SUPPORT **11380 09/24/20212021** 1106 **ISOUTSORCE** 825.62 MONITORING SERVICE 522 12 41 00 Contract Services 001 000 522 General Fund 825.62 MONITORING SERVICE

Time: 13:12:50 Date: 09/15/2021

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BENTON COUNTY FIRE PROTECTION DISTRICT #4

Invoice

09/24/2021 To: 09/24/2021

Accts Pay # Paid On Vendor ID Amount Memo Year Trans Vendor Invoice CW256849 825.62 **11360 09/24/20212021** 1107 LIZ LOOMIS EASL, INC 4,000.00 COMMUNICATION 522 13 41 00 Levy Publication Services 4,000.00 001 000 522 General Fund COMMUNICATION Invoice B4-0921 4,000.00 COMMUNICATION **11354 09/24/20212021** 1108 182 **LN CURTIS & SONS 224.58 APP TOOLS** 522 60 35 00 Tools & Equipment - Automotiv 001 000 522 General Fund 224 58 APP TOOLS Invoice INV521096 224.58 **355 **09/24/20212021** 1108 182 **LN CURTIS & SONS** 215.23 ROPE RESCUE 522 21 28 20 PPE - Protective Clothing 001 000 522 General Fund 215.23 ROPE RESCUE Invoice INV521563 215.23 11351 09/24/20212021 1109 833 RINGOLDE **217.47 PATCHES** 522 20 28 00 Uniforms (All Non-PPE) 001 000 522 General Fund 217.47 PATCHES Invoice 3280 217.47 PATCHES **11356 09/24/20212021** 1110 **305 SNURE LAW OFFICE** 62.50 LEGAL SERVICE 522 14 41 00 Legal Services 001 000 522 General Fund 62.50 LEGAL SERVICE Invoice 09012021 62.50 **11352 09/24/20212021** 1111 **322 STAPLES ADVANTAGE 488.27 SUPPLIES** 522 50 31 00 Expendable Supplies -Facilities 001 000 522 General Fund 488.27 **SUPPLIES**

Time: 13:12:50 Date: 09/15/2021

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BENTON COUNTY FIRE PROTECTION DISTRICT #4

09/24/2021 To: 09/24/2021

Accts Pay # Paid On Year Trans Vendor ID Vendor Amount Memo 8063448725 10,52 8063465194 264 97 8063504315 212.78 **11361 09/24/20212021** 1112 475 **US BANK** 627.70 VISA- BENITZ 522 21 31 00 Expendable Supplies - Suppress 001 000 522 General Fund 178.88 TURNOUT CLEANER 522 45 43 10 PerDiem & Lodging(Operations), 001 000 522 General Fund 190.32 LODGING 522 60 48 00 Repair & Maint, - Automotive 001 000 522 General Fund 258.50 APP MAINT Invoice BENI1 627.70 4485594555563475 11362 09/24/20212021 1112 475 **US BANK** 858.67 VISA- BORSCHOWA 522 12 41 00 Contract Services 001 000 522 General Fund 858.67 OFFICE 365 Invoice **BORS** 858.67 4485594555563475 11363 09/24/20212021 1112 **US BANK** 209.10 VISA- BRADLEY 522 12 31 00 Expendable Office Supplies 001 000 522 General Fund 204.58 OFFICE SUPPLIES 522 12 41 00 Contract Services 001 000 522 General Fund 4.52 WEB SERVICE Invoice BRAD 209.10 4485594555563475 11364 09/24/20212021 1112 475 **US BANK** 129.99 REHAB SUPPLIES RUPPERT RD 522 21 31 10 Supplies - Support Service 001 000 522 General Fund 129,99 REHAB SUPPLIES RUPPERT RD Invoice CARA 129.99 4485594555563475 11365 09/24/20212021 1112 475 **US BANK** 127.63 VISA- CARLYLE 522 60 48 00 Repair & Maint. - Automotive 001 000 522 General Fund 127.63 APP MAINT Invoice CARL 127.63 4485594555563475 11366 09/24/20212021 1112 475 **US BANK** 510.93 VISA- HARPER

BENTON COUNTY FIRE PROTECTION DISTRICT #4

09/24/2021 To: 09/24/2021

Time: 13:12:50 Date: 09/15/2021

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Accts	
Pay # Paid On Year Trans Vendor ID Vendor	Amount Memo
522 50 35 00 Tools & Equipment - Facilities 001 000 522 General Fund	15.49 SHELVING
522 60 32 00 Fuels 001 000 522 General Fund	495,44 FUELS
Invoice	
HARP	510.93 4485594555563475
11367 09/24/20212021 1112 475 US BANK	254.00 VISA-LONGIE
522 50 35 00 Tools & Equipment - Facilities 001 000 522 General Fund	254,00 AMERICAN FLAG
Invoice	
LONG	254.00 4485594555563475
11368 09/24/20212021 1112 475 US BANK	292.88 VISA- NEWTON
522 21 31 00 Expendable Supplies - Suppress 001 000 522 General Fund	24.72 CAT LITTER
522 50 35 00 Tools & Equipment - Facilities 001 000 522 General Fund	268.16 FACILITY SUPPLIES
Invoice	
NEWT	292.88 4485594555563475
Total:	16,041.37
Fund	
001 General Fund	16.041.37

We, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid olbigation against Benton County Fire District #4, and that we are authorized to authenticate and certify to said claim.



September 2, 2021

Fire Chief William "Bill" Whealan Benton County Fire District 4 2604 Bombing Range Rd West Richland, Washington 99353

Chief Whealan:

Washington Surveying and Rating Bureau (WSRB), a not-for-profit, public service organization, evaluates the fire defenses of every community in Washington state on a regular basis as part of our Protection Class (PC) rating service. Insurance companies use PC ratings to help determine fire insurance premiums for individual properties.

It is time for us to update your community's PC rating. I am sending you this letter to begin the process and to allow you time to prepare for a WSRB on-site visit.

Scheduling our visit: Is there a specific date between January 2022 and October 2022 that would be best for you and your department? Please email <u>publicprotection@wsrb.com</u>your top two preferred dates by October 15, 2021, and I will do my best to schedule the visit for one of those dates. I will be conducting numerous evaluations in the coming year, so I ask for your cooperation and flexibility in scheduling. Otherwise, I will contact you in the coming months to set up a date, answer questions and help you and your staff prepare.

Educational Webinar: The Washington Fire Chiefs (WFC) will be hosting a WSRB webinar on how to prepare for a WSRB rating on November 3, 2021 at 10am. This webinar will cover all facets of a PC rating and how a community can prepare for a rating. Webinar registration is available at the WFC website and we encourage you and your team to attend this free webinar. The webinar will also be recorded and available for viewing on the WFC website.

Tender Credit: If your department has WSRB Tender Credit, I will review this credit as part of the evaluation process. If your department currently does not have this credit, and is interested in applying, please let me know.

Record review and COVID-19: Evaluations involve the review of department records from previous years. WSRB understands that COVID-19 may have curtailed some department activities, and I will work with you to understand how activities have deviated from normal.

Notification of results: After we complete the evaluation, we will email a letter and report detailing the results to the fire chief; we no longer mail paper copies. Fire department or city officials can request a copy of a PC evaluation letter and report at any time by emailing publicprotection@wsrb.com.







Should you have any questions, please feel free to contact me.

Sincerely,

Eric Cunningham
Fire Protection Analyst
206-273-7183

eric.cunningham@wsrb.com

Cc: Mayor of West Richland Board of Commissioners

LEASE OF PROPERTY

Between

BENTON COUNTY FIRE PROTECTION DISTRICT #4 "LANDLORD"

And

HUGHES FIRE EQUIPMENT, INC., 'TENANT"

Dated: October 1, 2021

In consideration of the mutual promises of the parties set forth in this Lease, the Landlord leases to Tenant and Tenant leases from Landlord on the following terms and conditions the Premises located at 2604 Bombing Range Road, West Richland WA and described and shown on Exhibit's B and C (the 'Premises').

SECTION 1: BASICLEASE PROVISIONS

This Section sets forth certain definitions and a summary of the basic provisions contained in the Lease. In the event of any conflict between any provision contained in this Section l and a provision contained in the balance of the Lease, the latter provision will control.

1.1 Date of Lease: October 1, 2021

1.2 Name of Landlord: Benton County Fire Protection District #4, "Landlord"

1.3 Address for Notices to Landlord: 2604 Bombing Range Road

West Richland, WA 99353

Phone No.: 509-967-2945 Fax No.: 509-967-5222

1.4 Address for Rent Payments: Benton County Fire Protection District #4

Attn: Finance Department 2604 Bombing Range Road West Richland, WA 99353

Phone No.: 509-967-2945 Fax No.: 509-967-5222

1.5 Name of Tenant: Hughes Fire Equipment, "Tenant"

1.6 Address for Notices to Tenant: 910 Shelley Street Springfield, OR 97477

DI 144 747 007

Phone No.: 541-747-0072 Fax No.: 541-747-0073

1.7 Permitted Use: (see Section 5.1) Repair and Maintenance of Fire Department Apparatus

1.8 Lease Term: (see Section 3) October 1, 2021, through September 30, 2022

1.9 Extension Options (see Section 3.2) Annual renewal October 1 to September 30

01.10 Termination Other than Default: (see Section 3.3) 60 days written notice by either party

1.11 Rent: (see Section 4)

1.11.1 Base Rent: \$14,400 per year payable in monthly installments of \$1,200

1.11.2 Additional Rent: \$840 per year for taxes; payable in monthly

installments of \$70

Shared utilities (City utilities) covered in monthly base rate

1.12 Rent Increase: (see Section 4.3)

1.13 Exhibits:

Exhibit A – Consent

Exhibit B - Description of Leased Premises

Exhibit C – Map of Leased Premises

1.14 Definitions:

1.14.1 Default Interest Rate.

Default Interest Rate means the prime rate of interest as declared by a major bank of national standing plus two (2) percentage points, but not in any event at a rate greater than the maximum rate of interest permitted by law, calculated from and after the date of Default or expenditure until paid.

1.14.2 Hazardous Materials.

Hazardous Materials means petroleum, asbestos, polychlorinated biphenyls, radioactive materials, radon gas, or any chemical, material, or substance defined as or included in the definition of "hazardous substances, hazardous waste, hazardous materials, extremely hazardous waste, restrictive hazardous waste, or toxic substances," respectively, or words of similar import under any applicable federal, state, or local law, ordinance, statute, rule, or regulation, including but not limited to the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Federal Water Pollution Contract Act, as amended, ORS Chapter 465 (Hazardous Waste and Hazardous Materials I), ORS Chapter 466 (Hazardous Waste and Hazardous Materials II), ORS Chapter 468 (Environmental Quality Generally), the Pollution Control and the Hazardous Materials Transportation Act, or any regulation or publication adopted or promulgated pursuant to such laws, ordinances, statutes, rules, or regulations, and any other chemical, material, or substance to which exposure is prohibited, limited, or regulated by any governmental authority, or may or could pose a hazard to the health and safety of the occupants of the Premises or which may or could pose a hazard to the environment.

1.14.3 Lease Commencement Date.

Lease Commencement Date means October 1,2021.

SECTION 2: DEMISE OF PREMISES; USE OF COMMON AREAS

2.1 Demise of Premises.

Commencing on the Lease Commencement Date, Landlord leases to Tenant and Tenant leases from Landlord the Premises for the Term as set forth in Section 1.8.

2.2 Restrictions, Regulations, and Laws.

This Lease is subject to all easements, restrictions, agreements of record, mortgages and deeds of trust, zoning and building laws, and all other laws, statutes, codes, ordinances, rules, regulations, and other governmental requirements now in effect or becoming effective after the date this Lease is executed (collectively, the "Laws").

SECTION 3: POSSESSION AND COMMENCEMENT OF TERM

3.1 Delivery of Possession and Commencement of Term.

Landlord will deliver the Premises to Tenant in "as is" condition and repair. By accepting possession of the Premises under this Lease, Tenant acknowledges that Tenant accepts the Premises "AS IS, WHERE IS" and as suitable for Tenant's intended use, in good and sanitary operating order, condition, and repair, and without representation or warranty by Landlord as to the condition, use, or occupancy that may be made of the Premises or Site

3.2 Extension Options.

As long as Tenant is not then in default of this Lease beyond any applicable notice and cure period, Landlord may extend to Tenant an option to extend the Term for additional periods of one (1) year (individually, an "Extension", and collectively, the "Extensions"), commencing at midnight on the date on which the Term or any Extension expires. Each annual Extension will be exercised by Landlord and Tenant and the parties will be bound by this Lease for the Extension unless written notice of its intention not to exercise its option to extend the Lease is provided, not later than ninety (90) days before the expiration of the Term or the preceding Extension. If Landlord or Tenant elects not to exercise its option as set forth above, Tenant will vacate the Leased Premises upon the expiration of the Term or Extension then in effect and will deliver the Leased Premises to Landlord in accordance with the terms and conditions of this Lease.

3.3 Termination for Other than Default.

In addition, for termination for default, this lease may be terminated at any time by either party for any reason with sixty (60) days written notice to the other party.

SECTION 4: RENT

4.1 Base Rent.

Throughout the original Term, Tenant will pay to Landlord, as rent, the amounts set forth in the schedule set forth in Section 1.11.1 (Base Rent). Tenant will pay Base Rent within 30 days of invoice on a monthly basis at the address for rent payments set forth in Section 1.4, or at any other place that Landlord designates. Tenant will make all Base Rent payments without Landlord's previous demand, invoice or notice for payment. Landlord and Tenant will prorate, on a per diem basis, Base Rent for any partial month within the Term.

4.2 Additional Rent.

Tenant shall pay certain Additional Rent for property insurance and shared utilities as set forth in Section 1.11.2. Tenant will make all payments of Additional Rent without deduction or offset and without Landlord's previous demand, invoice or notice for payment. Tenant will make all Additional Rent payments in advance on the first day of each month at the address for rent payments set forth in Section 1.4.

4.2.1 Change in Additional Rent.

Landlord may recalculate the amount of additional Rent from time to time during the Term based on changes of the amount of property insurance or shared utilities. For annual expenses, the recalculated monthly Additional Rent shall be in an amount for Tenant to pay the total annual expense over the balance of the Term. Landlord will notify Tenant of the change in Additional Rent and Tenant will pay the re-calculated amount of Additional Rent commencing with the next rental payment.

4.3 Escalation of Rent.

If the option to extend the lease is exercised, the rent shall increase by three percent (3%) over and above the previous year. Effective October 1 of each extension.

4.4 Late Charges and Interest.

Rent not paid when due will bear interest until paid at the Default Interest Rate. Landlord may impose a late Vehicle Maintenance Facility Lease Page 3 of 18 charge of the greater of (a) five percent (5%) of Rent then due or (b) \$50 for each payment of Rent made more than ten (10) days late (the "Late Charge"). Tenant acknowledges that late payment by Tenant to Landlord of any Rent or other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, that the exact amount of those costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge will neither be in lieu of nor waive the breach caused by the late payment.

SECTION 5: USE

5.1 Permitted Use.

Tenant will use the Premises only for the purpose set forth in Section 1.7 and for no other purpose without the written consent of Landlord, which consent Landlord will not unreasonably withhold or delay. Landlord may condition its consent to any proposed change in use on reasonable conditions, including, without limitation, an increase in Rent to the fair market rental value of the Premises.

5.2 Further Covenants Regarding Use.

5.2.1 Compliance with Laws.

Except for Landlord's obligations as specifically set forth in this Lease, Tenant will comply at its expense with all applicable Laws, including without limitation those regarding the maintenance, operation, condition, and use of the Premises and as required by the applicable public authority. Tenant will not use the Premises in conflict with any Laws nor will Tenant permit anything to be done in or about the Premises that would conflict with any Laws.

5.2.2 Activities on Premises.

Tenant will neither conduct nor permit any activities on the Premises that would likely (a) increase the fire insurance rate, (b) cause a cancellation of any of Landlord's insurance policies, (c) create a nuisance, or (d) be reasonably offensive to Landlord or other tenants. Tenant will not permit any offensive noise, odor, or light to be emitted from the Premises.

5.2.3 Manner of Operating Business.

Tenant will keep the Premises clean and orderly and will operate its business in the Premises in a first-class, professional manner. Tenant will supervise its employees and cause Tenant's agents, independent contractors, employees, customers, suppliers, and invitees to conduct their activities in a manner that complies with the requirements of this Lease.

5.2.4 Parking.

Tenant may have the non-exclusive use of the following parking on the premises: Apron area directly in front of the Fleet Maintenance Shop Building, not to obstruct access to Fire Station 420's apparatus bay. Only properly insured vehicles may be parked in the Tenant's space.

5.3 Continuous Operation.

Tenant will continuously use and conduct its business for the uses described in Section 1.7 on the Premises. If Tenant fails to operate its business in the Premises for a period of thirty (30) days for any reason other than a casualty or condemnation that materially interferes with Tenant's operation of its business in the Premises, Tenant will be deemed to have abandoned the Premises and Landlord will have the right to exercise any and all rights and remedies set forth in this Lease.

SECTION 6: UTILITIES, SERVICES, AND SECURITY

6.1 Utilities and Services.

Tenant will pay all charges for utilities and services supplied and separately metered to the Premises, including without limitation "hookup" and service charges for electricity, gas, telephone, cable, trash, recycling, water, stormwater, and sewer. For consumption not separately metered to the Premises, the Rent includes the expense for utilities consumed on the Premises at a rate as mutually agreed by the parties. If Tenant is billed directly by the utility provider, Tenant will pay for the applicable utilities within the time permitted for payment by the utility company. Landlord will not be liable for any failure or interruption of utilities or services to the Premises.

6.2 Security.

Tenant shall be responsible to provide security service or adopt security measures concerning the Premises, if desired by Tenant.

SECTION 7: INSURANCE AND IMDEMNITY

7.1 Tenant's Insurance.

7.1.1 Commercial General Liability Insurance.

At all times during the Term of this Lease, Tenant, at its expense, will maintain commercial general liability insurance in respect of the Premises and the conduct or operation of business in it, naming Landlord as additional insureds, with a combined single limit of not less than two million dollars (\$2,000,000). All such insurance will ensure the Tenant's performance of the indemnity agreement as to liability for bodily injury to, illness of, or death of persons and damage to property set forth in this Lease. Tenant will pay for and deliver to Landlord and any additional insured such policies or certificates of insurance, in form reasonably satisfactory to Landlord, issued by the insurance company or its authorized agent, at least ten (10) days before the Lease Commencement Date. Tenant will procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant will deliver to Landlord and any additional insured the renewal policy or a binder thereof at least thirty (30) days before the expiration of any existing policy. Tenant shall provide Landlord at least thirty (30) days' prior written notice of the cancellation or modification of the insurance.

7.1.2 Property and Business-Interruption Insurance.

Tenant may, at its option, maintain at its expense, (a) special form type property insurance coverage on all furnishings, leasehold improvements, fixtures, inventory, and equipment located on the Premises, and (b) business-interruption coverage. The proceeds of such insurance, as long as this Lease remains in effect, will be used to repair or replace the leasehold improvements, fixtures, inventory, and equipment, so insured and to compensate Tenant for any damage incurred by Tenant resulting from any interference with Tenant's ability to operate its business in the Premises.

7.1.3 Workers' Compensation Insurance.

At all times during the Lease Term and any extensions or renewals, Tenant agrees to keep and maintain, and to cause Tenant's agents, contractors, and subcontractors to keep and maintain, workers' compensation insurance and other forms of insurance as may from time to time be required by Law or may otherwise be necessary to protect Landlord and the Premises from claims of any person who may at any time work on or in the Premises, whether as a servant, agent, or employee of Tenant or otherwise. Such insurance must be maintained at the expense of Tenant or Tenant's agents, contractors, or subcontractors and not at the expense of Landlord.

7.1.4 Auto Liability Insurance.

At all times during the Term of this Lease, Tenant, at its expense, will maintain auto liability insurance, naming Landlord as additional insureds, with a combined single limit of not less than two million dollars (\$2,000,000).

Tenant will pay for and deliver to Landlord and any additional insured such policies or certificates of insurance, in form reasonably satisfactory to Landlord, issued by the insurance company or its authorized agent, at least ten (10) days before the Lease Commencement Date. Tenant will procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant will deliver to Landlord and any additional insured the renewal policy or a binder thereof at least thirty (30) days before the expiration of any existing policy. Tenant shall provide Landlord at least thirty (30) days' prior written notice of the cancellation or modification of the insurance.

7.1.5 Pollution Insurance.

At all times during the Term of this Lease, Tenant, at its expense, will maintain pollution liability insurance for diesel or oil leaks on City property and naming Landlord as additional insureds, with a combined single limit of not less than two million dollars (\$2,000,000). Tenant will pay for and deliver to Landlord and any additional insured such policies or certificates of insurance, in form reasonably satisfactory to Landlord, issued by the insurance company or its authorized agent, at least ten (10) days before the Lease Commencement Date. Tenant will procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant will deliver to Landlord and any additional insured the renewal policy or a binder thereof at least thirty (30) days before the expiration of any existing policy. Tenant shall provide Landlord at least thirty (30) days' prior written notice of the cancellation or modification of the insurance.

7.2 Landlord's Insurance and Noncovered Damages.

During the Lease Term, Landlord will maintain in full force and effect a policy or policies of property insurance covering the Premises and Site that provide coverage against such risks that are commonly covered under (a) a commercial general liability insurance policy providing secondary coverage to Tenant's policy, (b) a "special form" type of policy (including earthquake and/or flood coverage, at Landlord's election), and (c) any other insurance that Landlord deems reasonably necessary. All insurance proceeds payable under Landlord's property insurance must be payable solely to Landlord, and Tenant will have no interest therein.

7.2.2 Damages Incurred.

During the Lease Term, Landlord will not be responsible for damages incurred to any vehicles or other property in Tenant's care, custody, and control.

7.3 Waiver of Subrogation.

Each property insurance policy obtained by each party that covers or applies to the Premises, or the personal property, fixtures, or equipment located in or on the Premises, must include an appropriate clause or endorsement that waives the insurance company's right to make any subrogation claim and that permits the insured, before any loss, to agree with the other party to this Lease to waive any claim it might have against the other party without invalidating the coverage under the insurance policy. The waiver of subrogation and permission for waiver of any claim must extend to the parties and their respective agents and employees. Each party releases the other and its agents and employees in respect of any claim (including a claim for negligence) that it might otherwise have against the other party or its agents or employees for loss, damage, or other casualty (including rental value or business interest, as the case may be) occurring during the Term of this Lease and normally covered under a special form property insurance policy in the form normally used in respect of similar property in Albany, Oregon.

7.4 Indemnity of Landlord.

To the extent allowed by Washington law, Tenant will indemnify, defend, and hold harmless Landlord and Landlord's officers, directors, partners, employees, agents, and independent contractors from any and all claims or liability for any uninsured damage to any property and for any injury, illness, or death of any person occurring in or on the Premises when the damage, injury, illness, or death is caused by the act or failure to act of Tenant, its agents, servants, employees, invitees, or licensees, by any breach of this Lease by Tenant, or by any use of the Premises during the Term.

7.5 Indemnity of Tenant.

To the extent allowed by Washington law, Landlord will indemnify, defend, and hold harmless Tenant and Tenant's officers, directors, partners, employees, agents, and independent contractors from any and all claims or liability for any uninsured damage to any property and for any injury, illness, or death of any person occurring in or on the Premises when the damage, injury, illness, or death is caused by the sole, active negligence or intentional misconduct of Landlord, its agents, servants, or employees, or by any breach of this Lease by Landlord.

SECTION 8: REPAIRS, MAINTENANCE, AND ALTERATIONS

8.1 Maintenance of Premises.

8.1.1 By Landlord.

- **8.1.1.1** Landlord, at its option, may repair, maintain, or replace, the roof, foundation, exterior walls, interior structural walls, all structural components, and all systems (such as mechanical, electrical, HVAC, and plumbing) of or in the office building at the Premises. If Landlord elects not to repair, maintain, or replace the office building at the Premises, Tenant may immediately terminate this Lease and rent will be abated to the extent the Premises are not reasonably usable for Tenant's use.
- **8.1.1.2** Landlord shall have no obligation to repair, maintain, or replace any structure or improvement on the Premises. Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right to make repairs at Landlord's expense and deduct that cost from Rent owing to Landlord.

8.1.2 By Tenant.

- 8.1.2.1 Tenant will (a) maintain all portions of the Premises and fixtures situated within the Premises in good order and repair; (b) maintain, repair, or replace, when necessary, all special equipment and decorative treatments installed by or at Tenant's request and that serve the Premises only; (c) make all necessary repairs and replacements to all portions of the Premises and pay Landlord for the repairs or replacements to the Premises if any such repairs or replacements are needed because of Tenant's misuse or primary negligence; and (d) not commit waste to the Premises. If Tennant fails to perform Tenant's obligations under this Section or under any other Section of this Lease, then after ten (10) business days' prior written notice to Tenant, except in an emergency when no notice is required, Landlord may enter the Premises, perform the obligations on Tenant's behalf, and recover the cost of performance, together with interest at the Default Interest Rate, payable by Tenant with the next installment of Rent.
- **8.1.2.2** Tenant will perform the following maintenance of the Site: routine cleanup, debris disposal, janitorial services within the premises, landscape maintenance, snow removal, and graffiti removal.

8.2 Condition of Premises upon Termination.

Upon the termination of this Lease, Tenant will surrender the Premises to Landlord broom clean, in good condition and repair, except for ordinary wear and tear and for casualty damage. All or any of the alterations or improvements to the Premises chosen by Landlord (excluding trade fixtures installed by Tenant and Tenant's other personal property) will, at Landlord's option, either (a) become part of the Premises and belong to Landlord and will be surrendered with the Premises without disturbance upon the termination of the Lease or (b) be removed by Tenant before the termination of this Lease, in which event Tenant will repair all damage caused thereby. At the time of Landlord's consent to any alteration as required by Section 8.3.2, Landlord will deliver written notice to Tenant of Landlord's exercise of the foregoing option. If Landlord fails to provide that notice, Landlord will be deemed to have elected clause (b) above.

8.3 Alterations.

8.3.1 By Landlord.

8.3.1.1 If the alteration or change does not materially interfere with Tenant's operation of its business

in the Premises, Landlord may modify or alter any improvements in the Premises.

8.3.2 By Tenant.

8.3.2.1 Unless Tenant obtains Landlord's prior written consent, which consent Landlord may grant or deny in its sole discretion, Tenant will not make or permit to be made any alterations or improvements (a) to the exterior, structure, roof, or electrical, mechanical, or plumbing systems of the Premises, or (b) that cost in excess of Five Thousand Dollars (\$5,000), or (c) that require a building permit. If Landlord consents to Tenant's making any alterations or improvements, the same must be made at Tenant's sole expense, using a contractor first approved in writing by Landlord, and the same must be made in accordance with plans and specifications first approved in writing by Landlord and in accordance with all applicable Laws. Landlord may require a cash deposit or other reasonable security to assure Landlord that the cost of the alterations or improvements will be paid promptly when and as due to avoid any liens.

8.4 Trade Fixtures.

Upon the termination of this Lease, Tenant will remove all trade fixtures, movable furniture, and equipment located on the Premises that belong to Tenant and will repair at its expense any damage caused to the Premises by such removal. If Tenant fails to remove any such property, Landlord may either (a) retain the property and all rights of Tenant with respect to it will cease, the property being deemed abandoned, (b) require Tenant to remove the property, or (c) effect a removal and place the property in storage for Tenant's account. Tenant will be liable to Landlord for the cost or reasonable value of removal, restoration, transportation to storage, and storage, with interest at the Default Interest Rate on all such as expenses.

8.5 Entry and Inspection.

Landlord or Landlord's agents or employees may enter the Leased Premises at any time in the event of an emergency. Otherwise, after giving Tenant twenty-four (24) hours' prior oral notice, Landlord or Landlord's agents or employees may enter the Premises to determine Tenant's compliance with this Lease, to make necessary repairs, or to show the Premises to prospective tenants, lenders, or purchasers. On Landlord's request, Tenant will provide Landlord with keys to all doors at the Leased Premises.

SECTION 9: RECONSTRUCTION AND RESTORATION

9.1 Damage.

If, during the Term, the Premises are damaged by fire or other casualty then Landlord or Tenant may elect to terminate this Lease by giving the other party written notice of the termination within sixty (60) days after the date of the damage. If Landlord commences commercially reasonable action to restore the Premises to a condition comparable to that existing before the damage, then Landlord will thereafter prosecute the restoration to completion with diligence. Tenant will cooperate with Landlord during the period of repair and will vacate all or any part of the Premises to the extent necessary for the performance of the required work. Landlord need not incur expenses for restoration in excess of the net insurance proceeds received by Landlord for that purpose after payment of all reasonable costs, expenses, and attorney fees incurred by Landlord in connection therewith.

9.2 Abatement of Rent.

All rent will be abated during the period and to the extent the Premises are not reasonably usable for Tenant's use. If the damage does not cause any material interference with Tenant's use, there will be no Rent abatement.

9.3 Repair of Leasehold Improvements and Tenant's Property.

Repair, replacement, or restoration of any of Tenant's fixtures, inventory, leasehold improvements, equipment, or personal property (the "Tenant's Personal Property") will be the responsibility of Tenant. If(a) Tenant's Personal Property is damaged or destroyed by fire or another casualty and (b) this Lease

is not terminated, Tenant will promptly commence the restoration and repair of Tenant's Personal Property to a condition comparable to that existing before the damage, and thereafter will prosecute the restoration and repair to completion with diligence.

SECTION 10: ASSIGNMENT AND SUBLETTING

Tenant will not (voluntarily or by operation of law) assign, transfer, mortgage, pledge, hypothecate, or encumber the Premises or Tenant's leasehold estate or sublet any portion of the Premises, or otherwise transfer any interest in the Premises (each of the foregoing being sometimes referred to as a "Transfer") without Landlord's prior written consent. Any Transfer of this Lease that does not comply with the provisions of this Section 10 will be void. Landlord hereby consents to an office sharing arrangement between Tenant and one or more nonprofit partners selected by Tenant (subject to Landlord's approval as above), subject to Tenant remaining fully responsible for Tenant's obligations under this Lease.

SECTION 11: CONDEMNATION

11.1 Entire or Substantial Taking.

If more than twenty-five percent (25%) of the Premises are taken under the power of eminent domain, or if any taking renders the balance of the Premises unusable for Tenant's use, this Lease may terminate on notice by Landlord or Tenant to the other party as of the date the condemning authority takes possession. A sale by Landlord to any authority with power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, will be deemed a taking under the power of eminent domain under this Section 11. The Rent payable under this Lease will not be reduced by any taking under the power of eminent domain that does not result in a termination of this Lease. Landlord shall have no obligation to restore the any portion of the Premises not taken.

11.2 Awards.

Landlord is entitled to any award for a taking of all or any part of the Premises under the power of eminent domain, whether the award is made as compensation for diminution in value of the leasehold or for taking of the fee. Tenant hereby assigns to Landlord all interest in any such award. Nothing in this Lease precludes Tenant from making a separate claim for the value of its lost trade fixtures, Personal Property, or moving expenses if any such claim or award resulting from the claim does not reduce Landlord's award.

SECTION 12: SIGNS

Tenant will not construct or install any signs, banners, or other advertising material visible from the exterior of the Premises without consent of Landlord, such consent not to be unreasonably withheld, delayed or conditioned; Tenant shall be responsible for cost of any such signs (including sign permits), and for compliance with all applicable Laws.

SECTION 13: OTHER OBLIGATIONS OF PARTIES

13.1 Liens.

Tenant will pay when and as due all claims for work done on the Premises or for services rendered or materials furnished to the Premises and will keep the Premises free from any liens other than liens created by Landlord. If Tenant fails to pay such a claim or to discharge any lien within thirty (30) days of demand, Landlord may either (a) pay the claim on behalf of Tenant and then collect that amount from Tenant or (b) obtain a bond covering the lien and collect all costs and expenses incurred in obtaining the bond, including attorney fees, from Tenant. Amounts paid by Landlord will bear interest at the Default Interest Rate and be repaid by Tenant. Any action taken by Landlord as allowed in this Section

will be in addition to any other right or remedy and will not constitute a waiver of any right or remedy Landlord may have because of Tenant's breach of this Lease.

13.2 Holding Over.

If Tenant fails to vacate the Premises, remove Tenant's property, or restore the Premises as required by this Lease upon the expiration or earlier termination of this Lease, Landlord may, upon thirty (30) days' prior written notice to Tenant, either (a) treat Tenant as a tenant from month to month, subject to all the provisions of this Lease (except that the Term will be month to month and the Base Rent will be one-hundred-fifteen percent (115%) of the Base Rent payable by Tenant immediately before the end of the Term), or (b) eject Tenant from the Premises and recover damages caused by the wrongful holdover.

13.3 Notice.

If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant will not exercise that right until (a) it has given written notice of that act or omission to Landlord and each Superior Mortgagee whose name and address has previously been furnished to Tenant and (b) a reasonable period of time has passed to allow the Landlord and each such Superior Mortgagee to cure the condition.

13.4 Covenant of Quiet Enjoyment.

Landlord covenants that, as long as no event of default has occurred that remains uncured beyond any applicable cure period allowed by this Lease, Tenant will peaceably and quietly have, hold, and enjoy the Premises during the term of this Lease without any interruption or disturbance from Landlord or any party claiming, by, though, or under Landlord, subject to the terms and conditions of this Lease.

13.5 Taxes.

13.5.1 Payment of Taxes.

In addition to Base Rent, Tenant shall pay One hundred percent (100%) of all real property taxes and assessments levied, assessed, or imposed during the Term upon the Property ("Taxes"). Tenant shall pay to Landlord an amount each month which is equal to one-twelfth (1/12) of the estimated annual Property Taxes as Additional Rent. Landlord may, from time to time, by written notice to Tenant, change the estimated monthly amount to be paid based upon the annual Property Tax Assessment from the County Tax Assessor.

13.5.2 Definition of Real Property Tax.

The term "Taxes" includes (a) all ad valorem and other real-property taxes and assessments and personal-property taxes, charges, rates, user fees, duties, and assessments rated, levied, or imposed by any governmental authority with respect to the Land, the Building, and any improvements, fixtures, and equipment located therein or thereon, and with respect to all other property of Landlord, real or personal, located in or on the Land or the Building and used in connection with the operation of the Building; (b) any tax in lieu of a real-property tax; (c) any tax or excise levied or assessed by any governmental authority on the rentals payable under this Lease or rentals accruing from the use of the Land or the Building; and (d) any tax or excise imposed or assessed by or against Landlord that is measured or based in whole or in part on the capital employed by Landlord to improve the Land and construct the Building. Taxes do not include federal or state, corporate or personal income taxes. In addition to the foregoing, Tenant will pay before delinquency all taxes, assessments, licenses, fees, and charges assessed, imposed, or levied on (i) Tenant's business operations, (ii) all trade fixtures, (iii) leasehold improvements, (iv) merchandise, and (v) other personal property in or about the Premises.

SECTION 14: DEFAULTS AND REMEDIES

14.1 Default.

The following events constitute events of default.

14.1.1 Payment Default.

Tenant fails to pay any Rent or any other amount due under this Lease, within three (3) business days after receiving notice that the same is past due. No notice and no opportunity to cure will be required if Landlord has previously given Tenant notice of failure to make any such payment required by this Lease two (2) or more times in any twelve (12) month period during the Term.

14.1.2 Unauthorized Transfer.

Tenant makes any Transfer of Tenant's interest in this Lease, including any assignment or subletting of it. without Landlord's prior written consent as set forth in Section 10.

14.1.3 Abandonment of Premises.

Tenant fails to occupy or use the Premises for the purposes described in Section I.7 for a total of thirty (30) or more consecutive calendar days during the Term, unless such failure is excused under any other provision of this Lease.

14.1.4 Default in Other Term or Covenant.

Tenant fails to comply with any other term, covenant, or condition of this Lease or to fulfill any other obligation of this Lease within twenty (20) days after written notice by Landlord specifying the nature of the failure with reasonable particularity. No notice and no opportunity to cure will be required if Landlord has previously given Tenant notice of failure to comply with such term or condition or to fulfill such other obligation of this Lease two or more times in any twelve-month period during the Term.

14.1.5 Insolvency Defaults.

(a) Dissolution, termination of existence, insolvency on a balance-sheet basis, or business failure of Tenant; (b) Tenant's commencement of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; (c) the entry of a decree or order for relief against Tenant in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; (d) the appointment of or the consent by Tenant to the appointment of a receiver, trustee, or custodian of Tenant or of any of Tenant's property; (e) an assignment for the benefit of creditors by Tenant; (f) Tenant's failure generally to pay its debts as they become due; (g) Tenant's making or suffering a fraudulent transfer under applicable federal or state law; (h) Tenant's concealment of any of its property in fraud of creditors; or (i) the imposition of a lien through legal proceedings or distraint upon any of the property of Tenant which is not discharged or bonded. During any period in which there is a Guarantor of this Lease, each reference to "Tenant" in this paragraph will be deemed to refer to "Guarantor" or "Tenant" separately.

14.2 Remedies upon Default.

Upon any default, Landlord may exercise any one or more of the following remedies, or any other remedy available under applicable law.

14.2.1 Retake Possession.

(a) To the extent permitted by law, Landlord may reenter and retake possession of the Premises, without notice, either by summary proceedings or by any other applicable action or proceeding, or by other means, including self-help. (b) Upon retaking possession of the Premises, Landlord may use the Premises for Landlord's own purposes or relet the Premises on any reasonable terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default. None of these actions will be deemed an acceptance of surrender by Tenant. To the extent permitted by law, and except as expressly provided in this Lease, Tenant waives the service of (i) any notice of intention to terminate this Lease or to retake the Premises,

(ii) any demand for payment of Rent or for possession, and (iii) any and every other notice or demand required or permitted under applicable law.

14.2.2 Relet the Premises.

Landlord at its option may relet the whole or any part of the Premises, from time to time, to any tenants, for any terms ending before, on, or after the expiration date of the Term, at any rentals, and on any other conditions (including concessions and free-rent periods) that Landlord, in its sole discretion, determines to be appropriate. Landlord is to use commercially reasonable efforts to mitigate any damages incurred by Landlord as a result of any default by Tenant. However, no failure to mitigate damages by Landlord will operate to relieve Tenant of any liability under this Lease or otherwise affect Tenant's liability.

14.2.3 Damages for Default.

Whether or not Landlord retakes possession of or relets the Premises, Landlord may recover all damages caused by the default (including but not limited to unpaid Rent, attorney fees reasonably incurred, but excluding any costs of reletting the Premises) together with interest thereon at the Default Interest Rate. Landlord may sue periodically to recover damages as they accrue during the remainder of the Term without barring a later action for further damages. Landlord may at any time bring an action seeking accrued damages plus damages for the remaining Term as allowed by Law.

14.3 Cure of Tenant's Default.

Without prejudice to any other remedy for default, Landlord may perform any obligation of Tenant or make any payment required by Tenant under this Lease if Tenant fails to do so. On demand, Tenant will immediately reimburse Landlord for Landlord's costs of such performance, including reasonable attorney fees and all disbursements, together with interest at the Default Interest Rate from the date of expenditure until fully paid.

SECTION 15: MISCELLANEOUS

15.1 Waivers.

No waiver by either party of performance of any provision of this Lease will be deemed to be a waiver of nor projudice such party's right to otherwise require performance of the same provision or any other provision.

15.2 Recording.

Tenant will not record this Lease or any memorandum of it without Landlord's prior written consent, which consent Landlord may withhold in its sole discretion.

15.3 Notices.

All notices, demands, consents, approvals, and other communications provided for in this Lease will be invalid unless set forth in writing and delivered by facsimile transmission, overnight air courier, personal delivery, or registered or certified U.S. mail with return receipt requested to the appropriate party at its address as set forth in Section 1.6 for Tenant and Section 1.3 for Landlord. Addresses for notices may be changed from time to time by written notice to all other parties. Any communication given by facsimile transmission must be confirmed within forty-eight (48) hours by overnight air courier. Any communication given by mail will be considered received on the earlier of (a) forty-eight (48) hours after deposit in the U.S. mail, with postage prepaid, or (b) actual receipt, as indicated by the return receipt. Any communication given by facsimile transmission will be considered received when sent with electronic confirmation of it being sent. Any communication given by personal delivery or by overnight air courier will be considered received when delivered.

15.4 Exhibits.

The Exhibits listed in Section 1.13 are attached to and made a part of this Lease as if they had been set Vehicle Maintenance Facility Lease Page 12 of 18 forth in full in this Lease.

15.5 Construction of Lease Provisions.

(a) This Lease is to be construed and governed by the laws of the state of Washington; (b) the invalidity or non-enforceability of any provision of this Lease will not affect or impair any other provision in it; (c) this Lease constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter of it; (d) this Lease may not be modified or amended except by written agreement signed by both parties; (e) if there is more than one tenant, the obligations imposed by this Lease on Tenant will be joint and several; (f) time is of the essence of this Lease and each and every provision of it; (g) nothing contained in this Lease creates a principal-and-agent relationship, a partnership, or a joint venture between the parties to it, and no provisions contained in this Lease may be deemed to create any relationship other than that of landlord and tenant; (h) any provision of this Lease that does not require full performance before the expiration or earlier termination of this Lease will survive the expiration or earlier termination of this Lease and will be fully enforceable thereafter; and (i) no representations have been made by Landlord or its agents and the parties have no understandings other than those set forth in this Lease.

15.6 Successors.

Subject to any limitations on assignments set forth in this Lease, all provisions of this Lease will inure to the benefit of and be binding on the successors and assigns of the parties to this Lease.

15.7 Attorney Fees in Suit or Action; Waiver of Jury Trial.

15.7.1 Attorney Fees.

If any suit or action is instituted to interpret or enforce any term or provision of this Lease, the prevailing party will be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, or on appeal, in addition to all other sums provided by law.

15.7.2 Waiver of Jury Trial.

THE PARTIES EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY OR ANY OTHER PARTY RELATING TO THIS LEASE.

15.8 Dispute Resolution.

With respect to any dispute between the parties, if the parties are unable to resolve such dispute or controversy within thirty (30) days after it arose, either party may, by delivering five (5) days' written request to the other party, employ the services of a third person mutually acceptable to the parties to conduct and commence a mediation within fifteen (15) days of the person's appointment. The parties will attempt in good faith first to mediate the dispute and use their best efforts to reach agreement on the matters in dispute. Notwithstanding the foregoing, this Section 15.8 will not apply to any dispute concerning the payment of Rent.

15.9 Hazardous Materials; Indemnities.

15.9.1 Tenant's Representations.

Tenant warrants and represents that at no time during Tenant's occupancy of the Premises will Tenant store, or use, or permit the storage or use on, in, or under the Premises of any Hazardous Materials. Notwithstanding the foregoing, Landlord consents to the prudent use by Tenant of normal and customary chemicals and substances (including Hazardous Materials) applied in accordance with sound practices in the use of the Premises in quantities and in accordance with all Laws. Tenant will properly store and dispose of all Hazardous Materials as approved or authorized by Law and will not store or dispose of any Hazardous Materials on the Premises.

15.9.2 Tenant's Indemnity.

Tenant hereby agrees to indemnify and hold Landlord harmless from and against all costs, including attorney fees and court costs, incurred in the cleanup and restoration of the Premises resulting from (a) any Hazardous Materials brought onto the Premises by Tenant or its agents, employees, contractors, or invitees and any contamination by Hazardous Materials that results, directly or indirectly, from the use of the Premises by Tenant; and (b) any and all claims for liability, loss, damages, or expenses (including attorney fees) suffered by Landlord in connection with the existence of Hazardous Materials on the Premises, including in the soil or groundwater underlying or adjacent to the Premises and in the water, sewage, and drainage systems connected to and within the Premises, to the extent that such hazardous materials were deposited, discharged, or stored on or about the Premises by Tenant or its employees, agents, contractors, or invitees.

15.10 Force Majeure.

Whenever this Lease prescribes a period of time for action to be taken by a party, that party will not be liable or responsible for, and the computation for the period of time will exclude, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, acts of terrorism, Laws, or any other causes of any kind whatsoever that arc beyond the reasonable control of the party. This provision will not be applicable to excuse any delay in the payment of Rent or any other money owed by Tenant to Landlord.

15.11 Authority.

The persons executing this Lease on behalf of Landlord and Tenant each hereby covenant and warrant that the execution of this Lease is duly authorized by the party executing this Lease, that such party is qualified to do business in Washington, and that the person signing on behalf of each party was duly authorized by that party to bind that party to this Lease.

15.12 No Offer.

This Lease is submitted to Tenant based on the understanding that such submittal is not an offer and will not bind Landlord in any way until (a) Tenant has duly executed and delivered duplicate originals of this Lease to Landlord; and (b) Landlord has executed and delivered one of such originals to Tenant.

EXHIBIT A - CONSENT

The parties have executed this Lease to be effective on Octob	per, 2021.	
Benton County Fire Protection District #4 (Landlord)	Approved as to Form:	
By: Paul Carlyle Fire Chief	By: M. Sean Kidd City Attorney	
STATE OF OREGON) SS County of Linn)	329, 2200	
This instrument was acknowledged before me on October Chief of Benton County Fire Protection District #4.	, 2021, by	, Fire
Notary Public for Washington My commission expires:		
Hughes Fire Equipment Inc. (Tenant) An Oregon Corporation		
By: Rex Hughes		
STATE OF OREGON) SS County of)		
This instrument was acknowledged before me on October _ of Hughes Fire Equipment, Inc., an Oregon Corporation.	, 2021, by	, President
Notary Public for Oregon My commission expires:		

EXHIBIT B - DESCRIPTION OF LEASED PREMISES

LEASE Between the BENTON COUNTY FIRE PROTECTION DISTRIC #4 and HUGHES FIRE EQ1UIPMENT, INC.

2604 Bombing Range Road, West Richland, WA 99353, more particularly described as:

Recorded Parcel 10898302017600, 04/19/2018

Neighborhood 650200, Range 28, Township 09, Section 08, Section 8 of Willamette Heights lot 176 Subdivision/Section 1791. Ancillary building located east of fire station 420.

The premises include the following structures and parking:

A building containing approximately 3,200 square. 1600 square feet of primary leasable area with temporary use of the other 1600 square feet as needed for temporary expansion, and an outdoor gravel area of approximately 6,000 square feet, as shown on Exhibit C.

EXHIBIT C - MAP/PICTURES



