



Thurston Conservation District Board of Supervisors Work Session Topic List & Board Meeting Agenda

April 25, 2023, 5:00 pm -7:35 pm

Zoom Meeting Link:

<https://zoom.us/j/91658577844?pwd=cDgvaC9jcWRBU0luUFFHc1lrb3hLQT09>

Passcode: 2918

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

Work Session Topic List

5:00 pm – 6:00 pm

1. Topic List Review, *All*
2. Staff Presentation: 2023 Plant Sale, *Kiana Sinner*
3. Minutes Review & Revision, *All*
 - a. March 28 2023, Board Work Session & Meeting Minutes
4. Conservation and Education Center (CEC) Development, *All*
5. WA State Ballot Initiative #2004 Right to Garden, *All*
6. Chehalis Basin Forestry Strategy, *Betsie DeWreede*
7. Legislative Update, *All*
8. Important Updates & Announcements
 - a. Board of Supervisors, *All*
 - b. Executive Director, *Sarah Moorehead (Executive Director)*

Board Meeting

6:30 pm – 7:35 pm

- | | |
|---|----------------------|
| 1. Welcome, Introductions, Audio Recording Announcement | 6:30 PM
5 minutes |
| 2. Agenda Review | 6:35 PM
5 minutes |
| 3. Consent Agenda – <i>Action Item</i> | 6:40 PM |
| A. March 28, 2023, Board Work Session & Meeting Minutes | 5 minutes |
| B. April 2023 Financial Report | |
| 4. Public Comment | 6:45 PM |
| *Three minutes per person | 10 minutes |

- 5. Partner Reports (if present)** **6:55 PM**
15 minutes
- A. Natural Resources Conservation Service (NRCS), *TBD*
 - B. Washington State Department of Ecology, *Hannah Coe*
 - C. Washington State Conservation Commission (WSCC), *Jean Fike*
 - D. Washington Association of Conservation Districts (WACD), *Doug Rushton*
 - E. National Association of Conservation Districts (NACD), *Doug Rushton*
- 6. Governance, All – Action Item** **7:10 PM**
10 minutes
- A. TCD Resolution #2023-02: Amend the 2023 Budget to Fully Fund a CEC Feasibility Study
 - B. Heartland Contract: CEC Phase 2 Feasibility Study
 - C. May 23, 2023, Work Session Topic List & Meeting Agenda Development
- 7. Executive Session: To discuss potential litigation.** **7:25 PM**
10 minutes
- RCW 42.30.110 (1) To discuss with legal counsel representing the agency
Litigation or potential litigation.
- Adjourn** **7:35 PM**
- Informational Only Items:**
- I. *Executive Director's Report*

Important Dates

May 2023

WACD Board of Directors Meeting 6:00 – 8:30 pm	May 15
WSCC Meeting in Kennewick	May 16, 17, & 18
Board Work Session & Meeting 5:00 -7:30 pm In-person and Virtual (Zoom)	May 23

June 2023

WADE Conference in Leavenworth	June 12-14
WACD Board of Directors Meeting 6:00 – 8:30 pm	June 26
Board Work Session & Meeting 5:00 -7:30 pm In-person and Virtual (Zoom)	June 27

July 2023

NACD Summer Conference, Bismark ND	July 15-19
Board Work Session & Meeting 5:00 -7:30 pm In-person and Virtual (Zoom)	July 25

August 2023

NACD Southwest/Pacific Region Conference, Lake Tahoe, NV	August 22-24
Board Work Session & Meeting 5:00 -7:30 pm In-person and Virtual (Zoom)	August 22

Item

3



Thurston Conservation District Consent Agenda Decision Sheet April 25, 2023 Board Meeting

-
- A. March 28, 2023 Board Meeting and Work Session Minutes
- a. Proposed action: accept without amendment and approve.
 - b. Action was taken:
☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to a future meeting
- B. April 2023 Financial Report
- a. Proposed action: accept without amendment and approve.
 - b. Action was taken:
☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to a future meeting

ADOPTED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT, WASHINGTON ON
March 28, 2023, AND EFFECTIVE IMMEDIATELY

SIGNED:

TJ Johnson, Board Chair

Helen Wheatley, Board Vice-Chair

David Iyall, Board Auditor

Doug Rushton, Board Member

Betsie DeWreede, Board Member

Attest: Sarah Moorehead, Executive Director

Thurston Conservation District Board of Supervisors

Work Session Minutes

March 28, 2023

Hybrid: In-Person and Virtual on Zoom

Originally Scheduled: 5:00 pm – 6:00 pm

Actual Meeting Time: 5:00 pm – 6:00 pm



Present at Work Session:

TJ Johnson, TCD Board Chair

Doug Rushton, TCD Board Supervisor

Helen Wheatley, TCD Board Vice Chair

Betsie DeWreede, TCD Board Supervisor

David Iyall, TCD Auditor

Sarah Moorehead, TCD Executive Director

Sophia Barashkoff, TCD Staff

Sam Payne, Member of the Public

Martin McCallum, Member of the Public

- 1 **1.** Topic List Review, *All*
- 2 **2.** Minutes Review & Revision, *All*
- 3 a. February 28, 2023, Board Work Session & Meeting Minutes
- 4 **3.** Conservation and Education Center Development Update, *All*
- 5 **4.** Legislative Update, *All*
- 6 **5.** Chehalis Basin Forestry Strategy, *Betsie DeWreede*
- 7 **6.** Important Updates & Announcements
- 8 a. Board of Supervisors, *All*
- 9 b. Executive Director, *Sarah Moorehead (Executive Director)*

Respectfully,

TJ Johnson, TCD Board Chair

Thurston Conservation District Board of Supervisors

Regular Board Meeting Minutes

March 28, 2023

Hybrid: In-Person and Virtual on Zoom

Originally Scheduled: 6:30 pm – 7:30 pm

Actual Meeting Time: 6:30 pm – 7:24 pm



Present at Meeting:

TJ Johnson, TCD Board Chair

Helen Wheatley, TCD Board Vice Chair

Betsie DeWreede, TCD Board Supervisor

Doug Rushton, TCD Board Supervisor

David Iyall, TCD Board Supervisor

Sarah Moorehead, TCD Executive Director

Susan Shelton, TCD Finance & Administrative

Sophia Barashkoff, TCD Staff

Matt Hoffman, Maul, Foster, Alongi

Doug Larson, Heartland LLC

James Stanton, Heartland LLC

Sam Payne, Member of the Public

Hannah Coe, Department of Ecology (DOE)

Jean Fike, Washington State Conservation
Commission (WSCC)

Summary of Action Items

- 1 • None.

Summary of Motions Passed

- 2
- 3 *Supervisor Rushton moved to approve the amended Agenda. Supervisor DeWreede seconded.*
- 4 *Motion passed unanimously, (5-0).*
- 5 *Supervisor DeWreede moved to approve the Consent Agenda. Supervisor Iyall seconded.*
- 6 *Motion passed unanimously, (5-0).*
- 7 *Supervisor DeWreede moved to approve the Large Purchase- \$ 50K District Vehicle, Funded by*
- 8 *the WSCC Engineering Grant. Supervisor Rushton seconded. Motion passed unanimously, (5-*
- 9 *0).*
- 10 *Supervisor Iyall moved for TCD to begin negotiations with the Heartland-led joint venture to*
- 11 *create the Conservation and Education Center Feasibility Study. Supervisor DeWreede*
- 12 *seconded. Motion passed unanimously, (5-0).*
- 13 *Supervisor DeWreede moved to adjourn the March 28, 2023 TCD Board Meeting. Supervisor*
- 14 *Iyall seconded. Motion passed unanimously, (5-0).*

Full Version of the Minutes

Welcome & Introductions

- 15
- 16 At 6:30 pm, TCD Board Chair TJ Johnson called the March 28, 2023 Regular Board Meeting to
- 17 order via the Zoom online forum. TCD Board and Staff were introduced by the Board Chair. For
- 18 each vote, TCD Board Chair Johnson called out Supervisors by name. He announced that the

meeting was being video recorded. TCD Supervisors Johnson, DeWreede, and Wheatley attended the meeting virtually. Supervisors Rushton and Iyall and Executive Director Moorehead attended the meeting in person at the TCD office.

Agenda Review

Supervisor DeWreede asked for the *Large Purchase – District Vehicle* item be pulled from the Consent Agenda.

Supervisor Rushton moved to approve the amended Agenda. Supervisor DeWreede seconded. Motion passed unanimously, (5-0).

Consent Agenda

- A. February 28, 2023, Board Work Session & Meeting Minutes
- B. March 2023 Financial Report
- C. WSCC Salmon Recovery Funding DIP Advance Payment Agreement #2
- D. WSCC Addendum: Wildfire Ready Neighbors

Supervisor DeWreede moved to approve the Consent Agenda. Supervisor Iyall seconded. Motion passed unanimously, (5-0).

Large Purchase – District Vehicle \$50K

Supervisor DeWreede moved to approve the Large Purchase- \$ 50K District Vehicle, Funded by the WSCC Engineering Grant. Supervisor Rushton seconded. Motion passed unanimously, (5-0).

Public Comment

Sam Payne requested the TCD Supervisors support the proposed WA State Ballot Initiative #2004 called Right to Garden. The board will discuss this item at the April Work Session.

Conservation and Education Center (CEC) Feasibility Study Consultant Interview

Members from the Heartland-led joint venture summarized their response to the District's Conservation and Education (CEC) Feasibility Request for Qualifications (RFQ).

Partner Reports

- A. Natural Resources Conservation Service (NRCS) Update, TBD
 - NRCS has not yet hired the new local field office staff member.
- B. Department of Ecology (DOE) Update, Hannah Coe
 - Ms. Coe is covering for the Southwest Regional field officer until that position is filled.
 - Ms. Coe provided an update.
 - Monthly reports will be provided as Ms. Coe transitions to her new role.
- C. Washington State Conservation Commission (WSCC) Update, Jean Fike
 - Ms. Fike provided an update.

- Kirk Robinson will be acting Executive Director until a new Director can be found.
- E. Washington Association of Conservation Districts (WACD) Update, TCD Supervisor and WACD Board Member Rushton
 - Supervisor Rushton provided an update.
 - A written update was provided in the Board Packet.
- F. National Association of Conservation Districts (NACD) Update, TCD Supervisor and NACD Board Member Rushton
 - Supervisor Rushton attended and provided an update on the 2023 NACD Washington Fly-in (March 22-23).
 - A written update was provided in the Board Packet.

Governance

- A. 2023 Election Update, Susan Shelton, TCD Elections Supervisor
 - Ms. Shelton provided an update of the 2023 Elections Results and process lessons learned.
 - Supervisor Iyall was re-elected as Board Supervisor.
- B. April 25, 2023 Work Session Topic List & Meeting Agenda Development
 - Work Session**
 - Topic List Review, *All*
 - Staff Presentation: 2023 Plant Sale, *Kiana Sinner*
 - Minutes Review & Revision, *All*
 - March 28, 2023 Board Work Session & Meeting Minutes
 - Conservation and Education Center Development, *All*
 - WA State Ballot Initiative #2004 Right to Garden, *All*
 - Legislative Update, *All*
 - Chehalis Basin Forestry Strategy, *Betsie DeWreede*
 - Important Updates & Announcements
 - Board of Supervisors, *All*
 - Executive Director, *Sarah Moorehead (Executive Director)*

Board Meeting Agenda

- Welcome, Introductions, Audio Recording Announcement
- Agenda Review
- Consent Agenda
 - March 28, 2023 Board Work Session & Meeting Minutes
 - April Financial Report
- Public Comment
- Partner Reports (if present)
 - Natural Resources Conservation Service

- Washington State Department of Ecology
- Washington State Conservation Commission
- Washington Association of Conservation Districts
- National Association of Conservation Districts
- Governance, *All*
 - May 23, 2023 Work Session Topic List & Meeting Agenda Development
- Executive Session: To discuss potential litigation with legal counsel.

Executive Session: To review negotiation on the performance of a publicly bid contract.

In attendance: TCD Board Members Johnson, DeWreede, Iyall, Rushton, and Wheatley; and Executive Director Moorehead.

RCW 42.30.110 (1d) To review negotiations on the performance of a publicly bid contract.

Executive Session opened at 7:59 pm to last no more than 10 minutes and concluded at 8:07 pm.

Executive Session Report Out:

No action was taken.

Supervisor Iyall moved for TCD to begin negotiations with the Heartland-led joint venture to create the Conservation and Education Center Feasibility Study. Supervisor DeWreede seconded. Motion passed unanimously, (5-0).

Supervisor DeWreede moved to adjourn the March 28, 2023 TCD Board Meeting. Supervisor Iyall seconded. Motion passed unanimously, (5-0).

Adjourn 8:10 pm

Respectfully,

TJ Johnson, TCD Chair

Thurston Conservation District

April 2023 Financial Notes



Profit & Loss Previous Year Comparison

1. Everything is up this year from last year! All hands are on deck to complete projects before the end of the biennium on June 30th.
 - a. Income is up by 46% - mostly due to an increase in Grant Revenues of 64%.
 - b. Expenses are also up, but only by 30%.
 - c. Financially, the District is certainly in a better position this year than it was last year at this time.
2. TCD anticipates several large year-end capital purchases in the coming months.

Unrestricted Budget vs Actual

3. So far this year, the rate of realized Unrestricted Income is slow. This is mostly due to two income items:
 - a. The District has not yet received the large Rates & Charges payment. We expect to receive that payment in May.
 - b. TCD will not realize the Unrestricted Grant Revenue amount until the beginning of the new biennium this summer.
4. So far this year, the rate of the Unrestricted Staff Travel expense is fast. This is mostly due to the staff attendance at the Western Lands Partnership Forum (Las Vegas) in January and the NACD Annual Meeting (New Orleans) in February.

Thurston Conservation District

Profit & Loss

January through March 2023

	Jan - Mar 23
Ordinary Income/Expense	
Income	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	2,727.52
3451120 · Nutrient Spreader Rentals	43.62
3451130 · Poultry Equipment & Tool Rentals	128.06
3451140 · Plant Sales	16,419.02
3451150 · Partner Fee for Service	1,411.17
Total 3451100 · Soil/Water Conservation Service	20,729.39
Total 3400000 · Charges for Goods and Services	20,729.39
3300000 · Grant Revenues	650,409.16
3600000 · Miscellaneous Revenues	
3685000 · Special Assessments - Service	54,839.26
3670000 · Nongovernmental Contributions	1,100.00
3610000 · Interest and Other Earnings	57.45
3620000 · Rents and Leases	197.82
Total 3600000 · Miscellaneous Revenues	56,194.53
Total Income	727,333.08
Gross Profit	727,333.08
Expense	
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	412,539.62
5314000 · Intern Stipends	2,940.00
5314101 · Legal Fees & Services	18,003.25
5314102 · Audit & Accounting	1,270.52
5314103 · Computer Services	5,693.00
5314100 · Professional Services	132,930.06
5314400 · Advertising	730.20
5314203 · Printing Services	2,477.54
5314104 · Janitorial Services	1,950.00
5314501 · Office Rent	13,104.00
5314700 · Utilities	2,493.59
5314503 · Equipment Leases	902.79
5314504 · Vehicle Leases	1,371.50
5314200 · Communications	3,055.04
5313102 · Photocopier Usage	219.66
5354800 · Repairs & Maintenance	590.12
5314505 · Software Licenses	2,429.99
5313101 · Office Supplies	1,263.52
5314202 · Postage & Shipping	1,167.94
5314902 · Organizational Dues & Licenses	1,025.00
5314117 · Soil Testing	830.02
5313401 · Plants for Resale	19,967.15
Project Expenses	17,721.44
5314302 · Staff - Conference & Training	1,027.00
5314300 · Staff - Travel	6,703.88
5314119 · Cultural Resources	23,328.40
5314108 · Construction & Restoration Work	47,281.50
5314109 · Cost Share	1,053.48
5314110 · Bank Fees & Interest Charges	41.25
5314600 · Liability Insurance Premiums	7,297.74
66300 · Sales Tax Adjustments	113.15
66900 · Reconciliation Discrepancies	-0.01
5945360 · Capital Outlays	
5945363 · Equipment & Office Furniture	558.70
5945364 · Computer Hardware	1,593.14
Total 5945360 · Capital Outlays	2,151.84
Total Expense	733,674.18
Net Ordinary Income	-6,341.10
Net Income	-6,341.10

10:47 AM

04/21/23

Accrual Basis

Thurston Conservation District

Profit & Loss

March 2023

	Mar 23
Ordinary Income/Expense	
Income	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	1,029.80
3451120 · Nutrient Spreader Rentals	43.62
3451130 · Poultry Equipment & Tool Rentals	76.64
3451140 · Plant Sales	10,034.08
3451150 · Partner Fee for Service	1,162.14
Total 3451100 · Soil/Water Conservation Service	12,346.28
Total 3400000 · Charges for Goods and Services	12,346.28
3300000 · Grant Revenues	319,899.11
3600000 · Miscellaneous Revenues	
3685000 · Special Assessments - Service	30,736.84
3670000 · Nongovernmental Contributions	500.00
3610000 · Interest and Other Earnings	19.22
3620000 · Rents and Leases	131.88
Total 3600000 · Miscellaneous Revenues	31,387.94
Total Income	363,633.33
Gross Profit	363,633.33
Expense	
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	136,775.93
5314000 · Intern Stipends	985.00
5314101 · Legal Fees & Services	2,000.00
5314102 · Audit & Accounting	244.67
5314103 · Computer Services	1,902.00
5314100 · Professional Services	29,775.80
5314203 · Printing Services	172.92
5314104 · Janitorial Services	600.00
5314501 · Office Rent	4,368.00
5314700 · Utilities	776.22
5314503 · Equipment Leases	247.33
5314504 · Vehicle Leases	470.14
5314200 · Communications	965.59
5354800 · Repairs & Maintenance	515.78
5314505 · Software Licenses	1,482.13
5313101 · Office Supplies	882.53
5314202 · Postage & Shipping	342.47
5314117 · Soil Testing	468.24
5313401 · Plants for Resale	15,357.30
Project Expenses	12,325.14
5314302 · Staff - Conference & Training	452.00
5314300 · Staff - Travel	3,186.56
5314119 · Cultural Resources	3,251.58
5314108 · Construction & Restoration Work	25,492.16
5314110 · Bank Fees & Interest Charges	16.25
5314600 · Liability Insurance Premiums	2,432.58
5945360 · Capital Outlays	
5945363 · Equipment & Office Furniture	88.67
5945364 · Computer Hardware	79.95
Total 5945360 · Capital Outlays	168.62
Total Expense	245,656.94
Net Ordinary Income	117,976.39
Net Income	117,976.39

Thurston Conservation District Profit & Loss Prev Year Comparison

January through March 2023

	Jan - Mar 23	Jan - Mar 22	\$ Change	% Change
Ordinary Income/Expense				
Income				
3400000 · Charges for Goods and Services				
3451100 · Soil/Water Conservation Service				
3451110 · Soil Testing	2,727.52	3,121.27	-393.75	-12.6%
3451120 · Nutrient Spreader Rentals	43.62	0.00	43.62	100.0%
3451130 · Poultry Equipment & Tool Rentals	128.06	65.23	62.83	96.3%
3451140 · Plant Sales	16,419.02	15,099.22	1,319.80	8.7%
3451150 · Partner Fee for Service	1,411.17	931.16	480.01	51.6%
Total 3451100 · Soil/Water Conservation Service	20,729.39	19,216.88	1,512.51	7.9%
Total 3400000 · Charges for Goods and Services	20,729.39	19,216.88	1,512.51	7.9%
3300000 · Grant Revenues	650,409.16	396,808.41	253,600.75	63.9%
3600000 · Miscellaneous Revenues				
3699100 · Miscellaneous Other	0.00	1,631.13	-1,631.13	-100.0%
3685000 · Special Assessments - Service	54,839.26	54,018.91	820.35	1.5%
3670000 · Nongovernmental Contributions	1,100.00	24,778.56	-23,678.56	-95.6%
3610000 · Interest and Other Earnings	57.45	51.89	5.56	10.7%
3620000 · Rents and Leases	197.82	159.48	38.34	24.0%
Total 3600000 · Miscellaneous Revenues	56,194.53	80,639.97	-24,445.44	-30.3%
Total Income	727,333.08	496,665.26	230,667.82	46.4%
Gross Profit	727,333.08	496,665.26	230,667.82	46.4%
Expense				
Vehicle Allocation	0.00	0.00	0.00	0.0%
Overhead Allocation	0.00	0.00	0.00	0.0%
5531000 · Salaries & Benefits	412,539.62	355,418.29	57,121.33	16.1%
5314000 · Intern Stipends	2,940.00	0.00	2,940.00	100.0%
5314101 · Legal Fees & Services	18,003.25	4,000.00	14,003.25	350.1%
5314102 · Audit & Accounting	1,270.52	4,351.23	-3,080.71	-70.8%
5314103 · Computer Services	5,693.00	4,641.00	1,052.00	22.7%
5314100 · Professional Services	132,930.06	35,704.26	97,225.80	272.3%
5314400 · Advertising	730.20	145.50	584.70	401.9%
5314203 · Printing Services	2,477.54	426.88	2,050.66	480.4%
5314104 · Janitorial Services	1,950.00	1,950.00	0.00	0.0%
5314501 · Office Rent	13,104.00	13,104.00	0.00	0.0%
5314700 · Utilities	2,493.59	2,148.53	345.06	16.1%
5314503 · Equipment Leases	902.79	3,529.86	-2,627.07	-74.4%
5314504 · Vehicle Leases	1,371.50	1,281.48	90.02	7.0%
5314200 · Communications	3,055.04	2,784.60	270.44	9.7%
5313102 · Photocopier Usage	219.66	49.41	170.25	344.6%
5354800 · Repairs & Maintenance	590.12	2,661.67	-2,071.55	-77.8%
5314505 · Software Licenses	2,429.99	1,364.20	1,065.79	78.1%
5313101 · Office Supplies	1,263.52	1,183.77	79.75	6.7%
5314202 · Postage & Shipping	1,167.94	776.04	391.90	50.5%
5314902 · Organizational Dues & Licenses	1,025.00	1,068.50	-43.50	-4.1%
5314117 · Soil Testing	830.02	967.20	-137.18	-14.2%
5313401 · Plants for Resale	19,967.15	14,503.40	5,463.75	37.7%
Project Expenses	17,721.44	6,195.34	11,526.10	186.0%
5314302 · Staff - Conference & Training	1,027.00	350.00	677.00	193.4%
5314300 · Staff - Travel	6,703.88	1,818.47	4,885.41	268.7%
5314119 · Cultural Resources	23,328.40	5,959.00	17,369.40	291.5%
5314108 · Construction & Restoration Work	47,281.50	81,141.88	-33,860.38	-41.7%
5314109 · Cost Share	1,053.48	407.28	646.20	158.7%
5314110 · Bank Fees & Interest Charges	41.25	30.00	11.25	37.5%
5314600 · Liability Insurance Premiums	7,297.74	6,204.99	1,092.75	17.6%
66300 · Sales Tax Adjustments	113.15	23.25	89.90	386.7%
66900 · Reconciliation Discrepancies	-0.01	0.00	-0.01	-100.0%
5945360 · Capital Outlays				
5945363 · Equipment & Office Furniture	558.70	221.53	337.17	152.2%
5945364 · Computer Hardware	1,593.14	2,824.74	-1,231.60	-43.6%
5945365 · Machinery and Tools	0.00	360.57	-360.57	-100.0%
5945366 · Vehicle Purchases	0.00	8,667.75	-8,667.75	-100.0%
Total 5945360 · Capital Outlays	2,151.84	12,074.59	-9,922.75	-82.2%
Total Expense	733,674.18	566,264.62	167,409.56	29.6%
Net Ordinary Income	-6,341.10	-69,599.36	63,258.26	90.9%
Net Income	-6,341.10	-69,599.36	63,258.26	90.9%

Thurston Conservation District

Balance Sheet

As of March 31, 2023

	Mar 31, 23
ASSETS	
Current Assets	
Checking/Savings	
3081001 · Checking-7444 Timberland	247,056.58
3088020 · Savings Accounts	
3082002 · Saving-6568 Reserve Fund	105,356.82
3082003 · Saving-2410 Education Center	95,049.33
Total 3088020 · Savings Accounts	200,406.15
3088030 · Counter Cash	100.00
3088040 · PayPal Account	620.01
Total Checking/Savings	448,182.74
Accounts Receivable	409,732.39
Other Current Assets	
3090500 Prepaid Accounts	
3090501 · 309.05.01 Prepaid Insurance	12,630.94
3090506 · Security Deposit - Ferguson ST	3,835.00
Total 3090500 Prepaid Accounts	16,465.94
3091000 · 309.10.00 Inventory Asset	2,884.35
3092000 · 309.20.00 Cash on Hand	62,004.62
Total Other Current Assets	81,354.91
Total Current Assets	939,270.04
TOTAL ASSETS	939,270.04
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	51,462.33
Credit Cards	11,008.77
Other Current Liabilities	
3471000 · Grant Advances	
3471100 · RCO Advances	40,415.60
Total 3471000 · Grant Advances	40,415.60
3861100 · Sales Tax Payable	1,830.35
3861000 · Payroll Liabilities	118,347.75
Total Other Current Liabilities	160,593.70
Total Current Liabilities	223,064.80
Total Liabilities	223,064.80
Equity	716,205.24
TOTAL LIABILITIES & EQUITY	939,270.04

2023 Unrestricted Budget vs Actual



March 25.00%

	Account Name	2023 Budget	2023 Actual	\$ Over Budget	% of Budget
1	<input checked="" type="checkbox"/> Income	992,458	146,660	-845,798	14.78%
2	<input checked="" type="checkbox"/> Retail Sales	51,524	19,554	-31,970	37.95%
3	<input checked="" type="checkbox"/> Food Production and Consumption	1,600	128	-1,472	8.00%
4	Poultry Equipment & Tool Rentals	1,600	128	-1,472	8.00%
5	<input checked="" type="checkbox"/> Soil Conservation and Health	7,778	2,771	-5,006	35.63%
6	Soil Testing	7,178	2,728	-4,450	38.00%
7	Soil Health Equipment Rental	600	44	-556	7.27%
8	<input checked="" type="checkbox"/> Community Outreach and Education	39,540	16,419	-23,121	41.53%
9	Plant Sales	39,540	16,419	-23,121	41.53%
10	TCD Swag Shop	0	0	0	
11	<input checked="" type="checkbox"/> Water Quality & Quantity and Protection & Restoration of Ecosystems	1,607	0	-1,607	0.00%
12	Partner Fee for Service - Restoration Crew	1,607	0	-1,607	0.00%
13	<input checked="" type="checkbox"/> Other Income	1,000	236	-764	23.61%
14	Contributions Private	0	0	0	
15	Rental Income	800	198	-602	24.73%
16	Interest Income	200	38	-162	19.12%
17	Miscellaneous Income	0	0	0	
18	<input checked="" type="checkbox"/> Grant Revenue	117,823	8,263	-109,560	7.01%
20	Rates and Charges	559,611	54,839	-504,772	9.80%
21	<input checked="" type="checkbox"/> Overhead	263,500	64,004	-199,496	24.29%
22	Overhead Allocation	248,000	59,662	-188,338	24.06%
23	Vehicle Allocation	15,500	4,342	-11,158	28.01%
24	Cash Surplus / 2022 Carry Overs	51,000	0	-51,000	0.00%
25	<input checked="" type="checkbox"/> Program Allocation	389,406	127,605	-261,802	32.77%
26	<input checked="" type="checkbox"/> Local Food Production and Consumption	14,000	4,846	-9,154	34.61%
27	Poultry Equipment Rentals	14,000	4,846	-9,154	34.61%
28	<input checked="" type="checkbox"/> Producer Support & Preservation and Expansion of Working Lands	6,000	0	-6,000	0.00%
29	Working Lands Preservation Initiative	6,000	0	-6,000	0.00%
30	<input checked="" type="checkbox"/> Water Quality & Quantity and Protection & Restoration of Ecosystems	1,446	800	-646	55.32%
31	Restoration Crew & Equipment	1,446	800	-646	55.32%
32	<input checked="" type="checkbox"/> Soil Conservation and Health	35,910	11,616	-24,294	32.35%
33	Soil Health Testing	22,910	9,532	-13,378	41.61%
34	Soil Health Equipment Rental	13,000	2,083	-10,917	16.02%
35	<input checked="" type="checkbox"/> Community Outreach and Engagement	179,125	69,576	-109,549	38.84%
36	Conservation & Education Center	55,000	1,767	-53,233	3.21%
37	District Communications	68,750	15,605	-53,145	22.70%
38	Plant Sale	44,625	42,584	-2,041	95.43%
39	Elections	10,750	9,619	-1,131	89.48%
40	<input checked="" type="checkbox"/> Adult and Youth Conservation Education	54,800	15,313	-39,487	27.94%
41	South Sound Green	46,300	10,137	-36,163	21.89%

	Account Name	2023 Budget	2023 Actual	\$ Over Budget	% of Budget
42	Teens in Thurston Volunteer Program	5,000	1,893	-3,107	37.86%
43	Envirothon	3,500	3,283	-217	93.80%
44	<input type="checkbox"/> Climate Change Adaptation & Mitigation and Other Strategic Plan Priorities	98,125	25,454	-72,671	25.94%
45	Conservation TA	98,125	25,454	-72,671	25.94%
46	<input type="checkbox"/> Expense	579,052	132,143	-446,908	22.82%
47	Administrative Salaries & Benefits	294,000	67,209	-226,791	22.86%
48	<input type="checkbox"/> Professional Services	75,697	24,616	-51,080	32.52%
49	Legal Services	36,000	18,003	-17,997	50.01%
50	Audit & Accounting	6,500	920	-5,580	14.16%
51	Computer Services	30,197	5,693	-24,504	18.85%
52	Professional Services	3,000	0	-3,000	0.00%
53	<input type="checkbox"/> Facility, Vehicles and Maintenance	137,905	25,320	-112,585	18.36%
54	Janitorial Services	7,800	1,950	-5,850	25.00%
55	Office Rent	50,000	12,324	-37,676	24.65%
56	Utilities	8,000	2,424	-5,576	30.29%
57	Equipment Leases	3,500	903	-2,597	25.79%
58	Vehicle Leases	5,775	1,372	-4,404	23.75%
59	5966604 · Vehicle Purchase	0	0	0	
60	Office Move	23,000	0	-23,000	0.00%
61	Communications	12,180	3,019	-9,161	24.79%
62	Photocopier Usage	600	220	-380	36.61%
63	Repairs & Maintenance	5,000	9	-4,991	0.18%
64	Computer Hardware Purchases	4,500	1,003	-3,497	22.29%
65	Computer Software	11,550	1,912	-9,638	16.55%
66	Equipment & Office Furniture	6,000	186	-5,814	3.09%
67	<input type="checkbox"/> Supplies	12,300	2,036	-10,264	16.55%
68	Office Supplies	4,000	991	-3,009	24.78%
69	Postage & Shipping	550	20	-530	3.64%
70	Organizational Dues & Licenses	7,750	1,025	-6,725	13.23%
71	<input type="checkbox"/> Conferences, Training and Travel	23,500	5,639	-17,861	23.99%
72	Staff Conference & Training Fees	11,000	715	-10,285	6.50%
73	Board Conference and Training Fees	2,500	0	-2,500	0.00%
74	Staff Travel	7,500	4,924	-2,576	65.65%
75	Board Travel	2,500	0	-2,500	0.00%
76	<input type="checkbox"/> Insurance and Banking	35,650	7,323	-28,327	20.54%
77	Bank Fees & Interest Charges	650	25	-625	3.85%
78	Liability Insurance Premiums	34,500	7,298	-27,202	21.15%
79	Late Fees & Penalties	500	0	-500	0.00%
80	<input type="checkbox"/> Savings	75,000	0	-75,000	0.00%
81	Reserve Fund	37,500	0	-37,500	0.00%
82	Conservation Education Center Savings Plan	37,500	0	-37,500	0.00%
83	Net Income (Surplus or Deficit)	0	-113,088	-113,088	

2023 Restricted Budgets vs Actuals



As of March 31, 2023

	Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2023 Budget	2023 Actual	2023 Remaining Budget	% of Total Time	% of Total Budget
1	RCO											
2	ESRP Shore Friendly	R035		07/01/21	06/30/23	340,458	118,510	147,921	29,411	118,510	87.53%	65.19%
3	ASRP Riverbend Phase 2	R050	20-1908	03/28/22	06/30/27	7,674,839	7,520,125	655,070	68,621	586,449	19.21%	2.02%
4	SRFB Cozy Valley	R060	21-1089C	09/23/21	09/23/23	132,778	86,256	94,056	14,276	79,780	75.92%	35.04%
5	ESRP Zangle Cove	R070	20-1517R	07/01/21	12/31/23	110,072	105,844	105,927	83	105,844	69.91%	3.84%
6	Oregon Spotted Frog (OSF) Outreach	R080		01/01/23	01/01/25	32,550	32,550	12,550	0	12,550	12.30%	0.00%
7	DOE											
8	Deschutes	E100	WQC-2018-ThurCD-00174	07/01/19	04/30/23	218,752	74,452	85,990	11,537	74,452	97.86%	65.96%
9	Federal											
10	Frogs on Farm Cost Share	US80		08/15/20	08/15/25	93,135	80,056	9,498	4,993	4,505	52.49%	14.04%
11	USFWS Restoring South Sound Prairies	US90		07/01/22	07/01/27	60,000	22,937	1,000	0	1,000	15.00%	61.77%
12	Zangle Cove PMEP	US100		09/30/22	09/30/24	40,000	40,000	40,000	0	40,000	25.00%	0.00%
13	WSCC											
14	Livestock	W025	22-13-LT	07/01/21	06/30/23	20,000	1,789	6,013	4,224	1,789	87.53%	91.05%
15	Skookumchuck Planting	W030	20-13-ER	04/01/20	12/31/24	744,780	233,301	98,135	2,888	95,247	63.08%	68.68%
16	Wildfire Ready Neighbors (WRN)	W040	23-13-WRN	01/20/23	06/30/23	42,804	38,205	42,804	4,599	38,205	43.83%	10.74%
17	Chehalis Flood Plain	W050	22-13-FL	09/01/21	06/30/23	128,333	17,268	42,300	25,033	17,268	86.38%	86.54%
18	CREP	W070	22-13-CE	07/01/21	06/30/23	87,870	68,120	77,060	8,940	68,120	87.53%	22.48%
19	NRI Cost Share	W080	22-13-NR	07/01/21	06/30/23	99,927	92,581	92,581	0	92,581	87.53%	7.35%
20	Engineering	W100	23-13-PE	07/27/22	06/30/23	132,000	65,806	73,103	7,297	65,806	73.16%	50.15%
21	Meyer Salmon Recovery	W111	23-13-SRF	07/01/22	06/30/23	60,000	42,589	55,831	13,243	42,589	75.07%	29.02%
22	Riparian Outreach, Assessment, and Restoration (ROAR) Project	W112	23-13-SRF	07/01/22	06/30/23	65,000	33,298	52,446	19,148	33,298	75.07%	48.77%
23	Riparian Restoration (RRIP)	W113	23-13-SRF	07/01/22	06/30/23	410,000	8,872,540.	311,622	222,896	88,725	75.07%	78.36%
24	Lower McLane Riparian Plantings	W114	23-13-SRF	12/09/22	06/30/23	22,550	1,540,449.	21,334	5,930	15,404	55.39%	31.69%
25	Large Wood Acquisition	W115	23-13-SRF	03/21/23	06/30/23	6,250	6,146	6,250	104	6,146	10.78%	1.66%
26	Sustainable Farms and Fields	W120	22-13-SFF	12/16/22	06/30/23	93,348	91,414	93,348	1,934	91,414	53.81%	2.07%
27	Chehalis Lead	W150	22-13-RIT	10/01/21	06/30/23	72,000	35,247	41,539	6,292	35,247	85.74%	51.05%

	Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2023 Budget	2023 Actual	2023 Remaining Budget	% of Total Time	% of Total Budget
28	Miscellaneous											
29	Orca Recovery Day	M060		07/01/19	until spent	7,090	775	775	0	775	NA	89.07%
30	Bonneville ORD	M064		01/01/23	until spent	600	600	600	0	600	NA	0.00%
31	City of Olympia Urban Ag	M065		01/01/23	12/31/23	129,500	127,313	129,500	2,187	127,313	24.66%	1.69%
32	Western SARE - Grassland Grazing	M070	WSARE-R2GR	09/01/21	08/31/23	20,273	9,822	12,105	2,283	9,822	79.04%	51.55%
33	Sentinel Landscape Program (SLP)	M075		10/01/21	03/28/24	579,000	169,903	245,700	137,222	108,478	60.11%	70.66%
34	One Tree Planted	M085		09/03/21	until spent	33,076	30,087	30,087	0	30,087	NA	9.04%
35	WCRR Prairie Habitat Enhancement	M095	2022-06	01/01/22	06/30/25	111,954	83,858	37,110	8,918	28,192	35.63%	25.10%
36	Thurston County											
37	FY21-23 VSP	TC400		07/01/21	06/30/23	150,000	16,370	43,610	27,240	16,370	87.53%	89.09%
38	FY21-23 VSP Cost Share	TC450		10/11/22	06/30/23	254,414	225,551	245,513	19,963	225,551	65.40%	11.35%
39	South Sound GREEN											
40	FY23 Interlocal	G019-SS		01/01/23	12/31/23	51,200	36,474	51,200	14,726	36,474	24.66%	28.76%
41	NOAA B-WET	G019.106		01/01/22	12/31/23	12,881	6,034	6,999	965	6,034	62.33%	53.16%
42	RCO Outdoor Learning	G019.109		10/01/22	06/30/23	77,625	59,266	69,321	10,055	59,266	66.67%	23.65%
43	OSD Outdoor Learning	G019.103		01/01/23	06/30/23	2,800	1,094	2,800	1,706	1,094	49.72%	60.93%
44	Dawkins 2022	G019.28		01/01/22	until spent	25,000	11,544	13,350	1,805	11,544	NA	53.82%
45	Dawkins 2023	G019.28		TBD	until spent	20,000	20,000	6,000	0	6,000	NA	0.00%
46	Embrace the Stream	G019.30		08/01/22	07/31/23	5,035	1,338	5,035	3,697	1,338	66.58%	73.42%
47	TCC	TCC		01/01/18	until spent	9,853	0	174	174	0	NA	100.00%
48	Teens in Thurston Volunteer Program									0		
49	Nisqually TNT 2022	G019.60		01/19/22	until spent	4,000	1,975	1,975	0	1,975	NA	50.62%
50	Nisqually TNT 2023	T070		01/06/23	until spent	5,375	5,375	5,375	0	5,375	NA	0.00%
51	Envirothon Program									0		
52	2022 Nisqually Indian Tribe Envirothon	T040		01/01/22	until spent	5,000	274	274	0	274	NA	94.51%
53	2023 Chehalis Tribe Envirothon	T040		01/23/23	until spent	5,000	5,000	5,000	0	5,000	NA	0.00%
54	2023 Pork Blakely Envirothon	T040		03/02/23	until spent	500	500	500	0	500	NA	0.00%
55	PARTNERS									0		
56	South Puget Sound Salmon Enhancement Group	P100		01/12/23	06/30/23	6,000	4,589	6,000	1,411	4,589	46.47%	23.52%

Thurston Conservation District
Payment Report
March 2023

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Credit Card Charge	11048	03/02/2023	Grainger	WSSC Salmon Recovery Funding	5314107 · Project Supplies	996.18
Credit Card Charge	11016	03/02/2023	Haggen	TCD Programs:T097 - Plant Sale	5314107 · Project Supplies	59.85
Check	EFT	03/02/2023	Postal IA	TCD Programs:T036 - Elections	5314202 · Postage & Shipping	100.00
Credit Card Charge	11015	03/02/2023	Ralphs Thriftway	TCD Programs:T097 - Plant Sale	5314107 · Project Supplies	24.58
Check	EFT	03/02/2023	Regence - Health Care		5531021 · Medical Benefits	14,911.53
Credit Card Charge	11013	03/02/2023	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	36.01
Credit Card Charge	10738	03/03/2023	Sherwin-Williams	TCD Programs:T097 - Plant Sale	5314107 · Project Supplies	15.94
Credit Card Charge	11062	03/04/2023	TCD Programs:T097 - Plant Sale	TCD Programs:T070 -Teens in Thurston Volunteer Program	5314901 · Meeting & Event	38.00
Credit Card Charge	11027	03/06/2023	Home Depot	WSSC Salmon Recovery Funding	5314108 · Construction & Restoration Work	36.08
Credit Card Charge	11024	03/06/2023	Lowes	WSSC Salmon Recovery Funding	5314108 · Construction & Restoration Work	97.34
Credit Card Charge	11025	03/06/2023	Tractor Supply	WSSC Salmon Recovery Funding	5314108 · Construction & Restoration Work	61.28
Credit Card Charge	11053	03/07/2023	Deer Busters	WSSC Salmon Recovery Funding	5314108 · Construction & Restoration Work	1,018.19
Credit Card Charge	1213950353	03/07/2023	QuickBooks Time Support (TSheets)	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	188.34
Check	EFT	03/07/2023	TPSC Benefits		5531021 · Medical Benefits	208.95
Credit Card Charge	11028	03/08/2023	Amazon	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	244.87
Check	EFT	03/08/2023	Delta Dental		5531022 · Dental Benefits	1,429.85
Liability Check	EFT	03/08/2023	Internal Revenue Service		Federal Income Tax Payable & FICA Payable	11,757.44
Check	EFT	03/08/2023	Wells Fargo		Wells Fargo	7,190.64
Credit Card Charge	11030	03/09/2023	Home Depot	WSSC Salmon Recovery Funding	5314108 · Construction & Restoration Work	60.05
Liability Check		03/09/2023	QuickBooks Payroll Service		Payroll	37,031.87
Liability Check		03/09/2023	QuickBooks Payroll Service		Payroll	200.00
Credit Card Charge	11034	03/09/2023	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	36.01
Liability Check	EFT	03/09/2023	WFSE Union Dues		3861008 · Union Dues	766.05
Credit Card Charge	11083	03/10/2023	Harbor Freight	GREEN:G019.109 RCO Outdoor Learning	5314107 · Project Supplies	141.83
Bill Pmt -Check	EFT	03/10/2023	Pacific Disposal	UNRESTRICTED:A010 - Administrative Expenses	5314702 · Garbage Service	62.36
Credit Card Charge	3042904	03/10/2023	Right Networks	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	23.00
Credit Card Charge	11041	03/10/2023	Zoom	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	1,148.98
Credit Card Charge	11141	03/13/2023	Amazon	UNRESTRICTED:A010 - Administrative Expenses	5945364 · Computer Hardware	60.16
Credit Card Charge	4750505	03/14/2023	Buzzsprout	TCD Programs:T030 - District Communications	5374001 · Web Hosting and Maintenance	12.00
Liability Check	EFT	03/14/2023	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	16,789.70
Bill Pmt -Check	21654	03/15/2023	Alena Zinck	GREEN:G019.109 RCO Outdoor Learning	5314118 · Stipends for interns	510.00
Bill Pmt -Check	21655	03/15/2023	Antiquity Consulting	Various	5314119 · Cultural Resources	20,076.82
Bill Pmt -Check	21656	03/15/2023	Clark's Native Trees	WSSC Salmon Recovery Funding	5314108 · Construction & Restoration Work	2,057.14
Bill Pmt -Check	EFT	03/15/2023	Comcast	UNRESTRICTED:A010 - Administrative Expenses	5314204 · Internet Services	186.85

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Bill Pmt -Check	21680	03/15/2023	Community Farmland Trust	TCD Programs:T099 - Food Processing and Tools Rentals	5314501 · Office Rent	260.00
Bill Pmt -Check	21657	03/15/2023	Crains Office Supply	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	297.79
Bill Pmt -Check	21658	03/15/2023	Erika Macs	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	171.43
Bill Pmt -Check	21659	03/15/2023	James Leifer	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	514.29
Bill Pmt -Check	21660	03/15/2023	Kadin Woolever	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	1,200.00
Bill Pmt -Check	21661	03/15/2023	Marguerite Abplanalp	Thurston County:TC400 - VSP	5314304 · Mileage	7.86
Bill Pmt -Check	21662	03/15/2023	Midwest Labs	TCD Programs:T098 - Soil Health Testing	5314117 · Soil Testing	468.24
Bill Pmt -Check	21663	03/15/2023	Minuteman Press	TCD Programs:T036 - Elections	5314203 · Printing Services	149.92
Bill Pmt -Check	21664	03/15/2023	Mountain Mist	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	34.99
Bill Pmt -Check	21665	03/15/2023	Natural Waters, LLC	RCO:R060 - SRFB Cozy Valley	5314100 · Professional Services	1,250.00
Credit Card Charge	11085	03/15/2023	Office Max	GREEN:G019-SS GREEN Interlocal (Quarterly)	5313101 · Office Supplies	197.22
Bill Pmt -Check	21666	03/15/2023	Perfect Temp, Inc.	TCD Programs:T099 - Food Processing and Tools Rentals	5354802 · Rental Equipment	314.54
Bill Pmt -Check	21667	03/15/2023	Petrocard	UNRESTRICTED:A120 - Vehicles	5313201 · Vehicle Fuel	484.37
Bill Pmt -Check	21668	03/15/2023	Puget Sound Energy	UNRESTRICTED:A010 - Administrative Expenses	5314701 · Electricity & 5314703 · Gas	555.24
Bill Pmt -Check	21669	3/15/2023	Regence - Life Insurance		5531026 · Life Insurance	59.88
Bill Pmt -Check	EFT	03/15/2023	Ricoh USA, Inc.	UNRESTRICTED:A010 - Administrative Expenses	5314503 · Equipment Leases	247.33
Bill Pmt -Check	21670	3/15/2023	Sam Nadell	GREEN:G019.110 TCD SS Green Allocation	5314304 · Mileage	13.10
Bill Pmt -Check	21671	3/15/2023	Sydney Flemister	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	1,200.00
Bill Pmt -Check	21672	03/15/2023	Taylor Sherrow	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	80.00
Bill Pmt -Check	21673	3/15/2023	The Bark Store	TCD Programs:T097 - Plant Sale	5314107 · Project Supplies	96.00
Bill Pmt -Check	21674	3/15/2023	Thurston County Central Services	UNRESTRICTED:A010 - Administrative Expenses	5314501 · Office Rent	4,108.00
Check	EFT	03/15/2023	TPSC Benefits		5531021 · Medical Benefits	198.00
Bill Pmt -Check	21675	03/15/2023	WA St Conservation Commission	UNRESTRICTED:A010 - Administrative Expenses	5314504 · Vehicle Leases	470.14
Bill Pmt -Check	21676	03/15/2023	WA St University Energy Program	UNRESTRICTED:A010 - Administrative Expenses	5314103 · Computer Services	1,902.00
Bill Pmt -Check	21677	03/15/2023	WACD	TCD Programs:T097 - Plant Sale	5313401 · Plants for Resale	489.25
Bill Pmt -Check	21678	03/15/2023	White, Nora	Various	3081001 · Checking-7444 Timberland	136.81
Bill Pmt -Check	21679	03/15/2023	Yan Dong_V	UNRESTRICTED:A010 - Administrative Expenses	5314304 · Mileage	103.50
Credit Card Charge	11148	03/16/2023	24HourTattoos.Com	GREEN:G019-SS GREEN Interlocal (Quarterly)	5314107 · Project Supplies	83.90
Credit Card Charge	11084	03/16/2023	Brewery City Pizza	GREEN:TCC:G019.28 Dawkins	5314901 · Meeting & Event	83.38
Credit Card Charge	11061	03/16/2023	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	74.55
Check	EFT	03/16/2023	WooCommerce	TCD Programs:T097 - Plant Sale	5314110 · Bank Fees & Interest Charges	16.25
Credit Card Charge	11064	03/17/2023	Greater Tacoma Convention & Trade Center	RCO:R035 - ESRP Shore Friendly	5314300 · Staff - Travel	12.00
Credit Card Charge	11066	03/17/2023	Kuker-Ranken (KR)	WSCC:W100 - Engineering	5314107 · Project Supplies	24.11
Credit Card Charge	11065	03/17/2023	Lowes	WSCC:W100 - Engineering	5314116 · Project Equipment	35.54
Credit Card Charge	E0300MOIMM	03/19/2023	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	49.28
Credit Card Charge	E0300MOMIML	03/19/2023	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	198.74
Credit Card Charge	11067	03/20/2023	Home Depot	WSCC Salmon Recovery Funding	5314107 · Project Supplies	22.67
Bill Pmt -Check	EFT	03/21/2023	Colonial Supplemental Insurance		5531026 · Life Insurance	100.20

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Credit Card Charge	11068	03/21/2023	Home Depot	TCD Programs:T099 - Food Processing and Tools Rentals	5354800 · Repairs & Maintenance	123.56
Credit Card Charge	11007	03/21/2023	Rite in the Rain	RCO:R035 - ESRP Shore Friendly	5314107 · Project Supplies	108.95
Check	EFT	03/21/2023	TPSC Benefits		5531021 · Medical Benefits	317.50
Credit Card Charge	11071	03/21/2023	Tractor Supply	WSCC Salmon Recovery Funding	5314107 · Project Supplies	842.36
Credit Card Charge	11078	03/22/2023	Best Buy	GREEN:G019-SS GREEN Interlocal (Quarterly)	5945364 · Computer Hardware	19.79
Credit Card Charge	11069	03/22/2023	Project Learning Tree	TCD Programs:T080 - Conservation TA	5314302 · Staff - Conference & Training	197.00
Credit Card Charge	11089	03/22/2023	Target	GREEN:G019.110 TCD SS Green Allocation	5314107 · Project Supplies	7.21
Liability Check	EFT	03/23/2023	Internal Revenue Service		Federal Income Tax Payable & FICA Payable	11,998.92
Credit Card Charge	11073	03/23/2023	Lowes	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	2,518.64
Credit Card Charge	11074	03/23/2023	MRSC	UNRESTRICTED:A010 - Administrative Expenses	5314302 · Staff - Conference & Training	140.00
Liability Check		03/23/2023	QuickBooks Payroll Service		Payroll	38,054.43
Credit Card Charge	11072	03/23/2023	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	71.22
Liability Check	EFT	03/23/2023	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	765.00
Credit Card Charge	P1-82410175	03/24/2023	Intuit	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	109.98
Credit Card Charge	11075	03/24/2023	Ralphs Thriftway	MISC:M075 - Sentinel Landscape Program (SLP)	5314901 · Meeting & Event	15.17
Credit Card Charge	11076	03/24/2023	TAGS	TCD Programs:T030 - District Communications	5314203 · Printing Services	23.00
Credit Card Charge	11077	03/24/2023	Yelm Farms & Pet	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	918.58
Bill Pmt -Check	21681	03/27/2023	Alena Zinck	GREEN:G019.109 RCO Outdoor Learning	5314000 · Intern Stipends	985.00
Bill Pmt -Check	21682	03/27/2023	Angelina Adams	TCD Programs:T097 - Plant Sale	5314100 · Professional Services	200.00
Bill Pmt -Check	21683	03/27/2023	Clark's Native Trees	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	8,331.48
Bill Pmt -Check	21684	03/27/2023	Crains Office Supply	GREEN:TCC:G019.28 Dawkins	5314107 · Project Supplies	141.19
Bill Pmt -Check	21685	03/27/2023	Dante Faulk	TCD Programs:T097 - Plant Sale	5314100 · Professional Services	200.00
Bill Pmt -Check	21686	03/27/2023	Deschutes Law Group	UNRESTRICTED:A010 - Administrative Expenses	5314101 · Legal Fees & Services	2,000.00
Bill Pmt -Check	21687	03/27/2023	Fourth Corner Nurseries	TCD Programs:T097 - Plant Sale	5313401 · Plants for Resale	4,609.85
Bill Pmt -Check	21688	03/27/2023	Ian McKnight	TCD Programs:T097 - Plant Sale	5314100 · Professional Services	200.00
Bill Pmt -Check	21689	03/27/2023	Kadin Woolever	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	654.54
Bill Pmt -Check	21690	03/27/2023	Sarah Moorehead_V	UNRESTRICTED:A010 - Administrative Expenses	5314300 · Staff - Travel	2,279.70
Bill Pmt -Check	21691	03/27/2023	Sydney Flemister	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	1,200.00
Bill Pmt -Check	21692	03/27/2023	Taylor Sherrow	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	100.00
Bill Pmt -Check	21693	03/27/2023	VSP - Vision Care		5531021 · Medical Benefits	186.29
Bill Pmt -Check	21694	03/27/2023	WACD	TCD Programs:T097 - Plant Sale	5313401 · Plants for Resale	14,056.05
Credit Card Charge	11138	03/28/2023	Amazon	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	48.55
Credit Card Charge	11070	03/28/2023	Jags Top Soil	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	270.00
Credit Card Charge	11129	03/28/2023	Tractor Supply	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	723.82
Credit Card Charge	11126	03/29/2023	Home Depot	WSCC Salmon Recovery Funding	5314107 · Project Supplies	8.85
Credit Card Charge	11127	03/29/2023	Home Depot	WSCC Salmon Recovery Funding	5314107 · Project Supplies	16.09
Credit Card Charge	11093	03/29/2023	Rainer Food Mart	WSCC Salmon Recovery Funding	5314107 · Project Supplies	9.84
Credit Card Charge	11128	03/29/2023	Yelm Farms & Pet	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	1,211.27

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Credit Card Charge	11094	03/30/2023	Home Depot	WSCC Salmon Recovery Funding	5314107 · Project Supplies	19.83
Credit Card Charge	MC13175271	03/30/2023	Mail Chimp	TCD Programs:T030 - District Communications	5314505 · Software Licenses	85.13
Credit Card Charge	11090	03/30/2023	Trader Joes	GREEN:G019.110 TCD SS Green Allocation	5314901 · Meeting & Event	12.97
Credit Card Charge	11136	03/30/2023	Trader Joes	MISC:M095 - WCRRI Prairie Habitat Enhancement	5314901 · Meeting & Event	7.64
Credit Card Charge	11092	03/30/2023	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	24.68
Credit Card Charge	11095	03/31/2023	Kiperts	WSCC Salmon Recovery Funding	5354802 · Rental Equipment	77.68

Item

6



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title:		Resolution #2023-02: Amend the 2023 Budget to Fully Fund a CEC Feasibility Study		
Lead Staff:		Susan Shelton	Board Meeting Date:	04/25/23
Goal of Presentation:		Decision <input checked="" type="checkbox"/>	Information <input type="checkbox"/>	Feedback <input type="checkbox"/>
Description/Background:		<i>Please provide a description or background of the project.</i>		
<p>The Board of Supervisors is commissioning a study to determine the feasibility of the District developing a Conservation and Education Center for the residents of Thurston County. As directed by the TCD Board, the CEC sub-committee entered into negotiations with the Heartland-led joint venture to conduct the feasibility study. This Resolution amends the 2023 Budget to cover the cost of the feasibility study.</p> <p>The cost of the feasibility study includes a number of elements:</p> <ol style="list-style-type: none">1. The budget created by the joint venture and preliminarily supported by the CEC sub-committee is \$69,045.2. The CEC sub-committee asked for a 2% contingency to be added to that budget for \$1,380.90.3. TCD has already incurred \$1,767 in staff time to process the CEC Feasibility Study Request for Qualifications (RFQ).4. Staff recommends that another \$1,507.10 be added to the budget to cover additional staff time. <p>The total proposed budget for this feasibility study is \$73,700. This budget is a not-to-exceed amount.</p> <p>The 2023 Budget already included a Conservation and Education Center budget of \$55,000. Staff recommends that the CEC budget be increased to \$73,700.</p> <p>To balance the budget, TCD staff recommends that the Board draws \$18,700 from the Conservation and Education Center fund. The current balance of this fund is \$95,049.</p>				
Pros:		Cons:		
If this resolution is approved, the District will have the funds to commission the CEC Feasibility Study.		It will cost the District \$73,700 for the CEC Feasibility Study.		
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>				
The District will incur expenses of \$73,700. The CEC Fund balance will be reduced by \$18,700.				
Recommended Action:		<i>What decision do you recommend the board make?</i>		
The CEC sub-committee recommends that the board adopt the resolution to amend the 2023 budget to fully fund the CEC Feasibility Study.				
Legal Review:		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>				
Resolution #2023-02: Amend the 2023 Budget to Fully Fund a CEC Feasibility Study				





Thurston Conservation District RESOLUTION

Resolution #2023-02

Subject: CEC Feasibility Study 2023 Budget Amendment

**A RESOLUTION OF THE THURSTON CONSERVATION DISTRICT,
AMENDING TO 2023 BUDGET TO FULLY FUND A
CONSERVATION AND EDUCATION CENTER FEASIBILITY STUDY**

WHEREAS, the Board of Supervisors of the Thurston Conservation District ("District") operates under the laws of the State of Washington applicable to conservation districts; and,

WHEREAS, the District is governed by a five-member board, as set out in Chapter 89.08 RCW and Section 135-110 WAC,

WHEREAS, the Board of Supervisors is commissioning a study to determine the feasibility of the District developing a Conservation and Education Center (CEC) for the residents of Thurston County,

WHEREAS, the Board of Supervisors has established a Conservation and Education Center Fund designated for the study, design, and development of the CEC,

It is RESOLVED that the Board amends the 2023 TCD Budget increasing the Conservation and Education Center budget from \$55,000 to \$73,700 and drawing \$18,700 from the CEC Fund to balance the budget.

**ADOPTED AT A REGULAR BOARD MEETING BY THE BOARD OF THE THURSTON
CONSERVATION DISTRICT ON APRIL 25, 2023.**

TJ Johnson, Board Chair

Helen Wheatley, Vice Chair

Betsie DeWreede, Board Member

Doug Rushton, Board Member

David Iyall, Board Member

Attest:

Sarah Moorehead, Executive Director



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title:		Heartland Contract: CEC Phase 2 Feasibility Study	
Lead Staff:	Susan Shelton	Board Meeting Date:	04/25/23
Goal of Presentation:	Decision <input checked="" type="checkbox"/>	Information <input type="checkbox"/>	Feedback <input type="checkbox"/>
Description/Background:	<i>Please provide a description or background of the project.</i>		
<p>The Board of Supervisors is commissioning a study to determine the feasibility of the District developing a Conservation and Education Center for the residents of Thurston County. The CEC sub-committee entered into negotiations with a Heartland-led joint venture to conduct the feasibility study. The Board is asked to approve this vendor contract with Heartland.</p>			
Pros:		Cons:	
This contract will allow Heartland to do the work to create the CEC Feasibility Study.		To complete the scope of work described in this contract will cost the District \$69,045.	
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>			
The amount of this contract is \$69,045. The CEC budget amount in the 2023 Budget was increased with Resolution #2023-02 to amend the 2023 Budget. The additional funds required for this feasibility study drawn from the CEC Savings Fund.			
Recommended Action:	<i>What decision do you recommend the board make?</i>		
TCD staff recommend that the board approve the vendor contract with Heartland.			
Legal Review:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>			
TCD-HLLC Contract with Subs-FINAL			



CONSULTING CONTRACT

This Consulting Contract (the "Contract") is entered into as of **April 25th, 2023** (the "Contract Date"), by and between **Heartland, LLC** ("Consultant") and **Thurston Conservation District** ("Owner") relating to the project commonly referred to as **Conservation and Education Center - Phase 2** (the "Project"). All parties acknowledge **Heartland, LLC**, as Owner's manager for the Project ("Manager").

1. Engagement and Scope of Services. In consideration of the payments provided for herein to be made by Owner, Consultant agrees to furnish all labor, equipment, materials, services, and facilities and to provide and perform everything else required to perform the consulting services whose scope is set forth on Exhibit A to this Contract (the "Services").

2. Commencement; Term; Termination.

(a) Consultant shall begin providing the Services on **May 1st, 2023**, subject to execution of this Contract by all parties, and thereafter shall diligently provide the Services in compliance with the terms of this Contract (including, without limitation, the schedule included as part of Exhibit A to this Contract). Owner and Consultant are signing this Agreement in good faith, with full knowledge of the current and potential future orders imposed by various local, state, and federal governments that may materially limit the ability of people to be in public spaces and congregate in groups due to concerns regarding the COVID-19 pandemic (the "COVID-19 Orders").

(b) The term of this Contract shall end upon completion of the Services and acceptance and final payment by Owner. Notwithstanding the foregoing, (i) either party may terminate the Contract with cause, upon ten (10) days' prior written notice to the party that has breached any of its obligations under this Contract and has not cured same within such ten-day period, and (ii) Owner may terminate the Contract without cause, upon thirty (30) days' prior written notice to Consultant. Upon any termination of this Contract pursuant to clause (i) of the immediately preceding sentence, or upon Consultant's receipt of notice of termination of the Contract pursuant to clause (ii) of the immediately preceding sentence, Consultant shall promptly take whatever reasonable steps are required to economically and efficiently transition any Services remaining under the Contract to Owner, as of such termination date, including but not limited to delivery of all Materials (as defined in Section 5) to Owner. From and after the date of termination in accordance with this Section 2 and the payment of all Fees earned by and due to Consultant pursuant to this Contract prior to and including the date of termination, Owner shall have no further obligation to remit any Fees to Consultant.

3. Fees and Payment. Owner shall pay Consultant a fee in current funds as set forth in Exhibit B for Consultant's performance and completion of the Services, which amount shall be paid monthly according to the billings issued and shall include base compensation ("Base Compensation") plus Approved Expenses (as defined below; Base Compensation and Approved Expenses sometimes collectively referred to herein as "Fees"). Payments are due within thirty (30) days following receipt of an invoice and

documentation for both Base Compensation and Approved Expenses reasonably acceptable to Owner in accordance with Owner's regular billing and accounting procedures. The foregoing fees shall be adjusted to reflect any changes in the scope of the Services approved by Owner pursuant to Additional Services requests as defined and described below. Notwithstanding the foregoing, Owner shall not be required to make the final installment or payment of Fees until Owner is reasonably satisfied that the Services have been fully completed in accordance with the scope and terms set forth in this Contract. Further, Consultant shall be entitled to reimbursement of expenses solely to the extent such expenses are set forth on Exhibit B to this Contract (the "Approved Expenses"). Approved Expenses shall be reimbursed by Owner within thirty (30) days following Consultant's presentment of reasonably satisfactory documentation for such expenses.

4. Performance of the Services. Consultant shall perform the Services (i) in cooperation with any other consultants or contractors then providing any services or doing any work at the Project, including any other architectural or engineering firms providing design or engineering documents for the Project, in accordance with the schedule set forth on Exhibit A to this Contract; (ii) promptly, diligently, and in a professional manner designed to accomplish the Owner's goals using cost-effective and efficient methods; and (iii) to the reasonable satisfaction and acceptance of Owner. Consultant shall provide sufficient personnel to perform the Services in accordance with the scope, budget and time requirements of this Contract and shall not change the following key personnel without Owner's prior written consent: **Doug Larson**. Consultant shall not enter into any subcontract or subconsultant agreement with respect to the Services without the prior written consent of Owner and subject to compliance with any conditions for approval established by Owner. Consultant is solely responsible for all payments to its employees, including payroll, tax withholding, vacation, pension and health benefits, workers compensation, unemployment insurance and all other obligations. Consultant is solely responsible for all payments to approved subcontractors or subconsultants. Owner reserves the right to require Consultant, at any time, to replace any personnel, subcontractors or subconsultants performing the Services with personnel, subcontractors or subconsultants acceptable to Owner. Consultant shall file all notices, reports and other filings required by applicable governmental authorities with respect to the Services.

5. Materials. All instruments of service, including studies, samples, drawings, plans, specifications, CAD products, as-builts, reports, electronic media or other instruments of service prepared by Consultant or its subcontractors or subconsultants (collectively, the "Materials") under this Contract shall from their inception irrevocably become the property of Owner. Consultant hereby expressly waives any claim of ownership, copyright in, or right to the Materials, without limitation. As such Consultant shall not allow the Materials to be revealed to, distributed to, identified to or relied upon by any other parties without the prior written consent of Owner. Upon completion of the Services, or upon termination of this Contract, or upon request of Owner, Consultant shall deliver to Owner all Materials made in connection with the Services, and the Consultant shall keep copies of each of such Materials. Owner may use the Materials, in whole or in part, in connection with the Project, including their use for the Project by others, without further employment of or additional compensation to Consultant. Consultant shall not

have the right to make use of the Materials without the prior written approval of Owner, which approval shall be at Owner's sole and absolute discretion. Owner and its financial partners, assignees, and lenders shall have the right to use and rely upon the Materials provided by Consultant for the Project.

6. Laws and Regulations. Subject to generally accepted professional standards of care, Consultant shall comply with all applicable federal, state and municipal laws, codes, rules, permits and regulations (collectively, "Laws") applicable to the Project, the Services, the Materials and other performance under the Contract, including but not limited to, all licensing requirements applicable to Consultant, its employees, agents and subconsultants, or to performance of the Services, all material occupational, health, safety, employment and environmental Laws, and Owner's and Manager's rules and regulations for the Project. Without limiting the generality of the foregoing, Consultant shall cause the Materials to be prepared in compliance with all applicable Laws. At the request of Owner, Consultant shall, at its sole expense and as soon as possible, correct any of its errors or omissions in the Materials including, without limitation, errors or omissions relating to compliance with Laws which were in effect prior to the issuance of the building permit relating thereto.

7. Standard of Care. Consultant will exercise due care and diligence in the performance of all of the Services required by the Contract and shall perform such Services consistent with the professional skill and care ordinarily provided by consulting professionals practicing in the same or similar locality and engaged to perform similar services for comparable projects. Consultant shall conform to the requirements of the Contract in the performance of the Services.

8. Additional Services. Without invalidating the Contract, Owner may, from time to time, request that Consultant make additions, deletions, or other revisions within the general scope of the Services, or to perform services that otherwise would not be required by the terms of this Contract ("Additional Services") by means of a written order signed by Owner. Consultant shall immediately comply with the terms of any Additional Services request received from Owner. The Contract price shall be adjusted as set forth in a signed Additional Services request. No extra work or change of any type or degree shall be made unless pursuant to a signed Additional Services request, and no claims for an increase to the Contract price shall be valid unless so ordered.

9. Liens. Consultant shall keep the Project free and clear of all liens arising out of any services or work performed, materials furnished or obligations incurred by Consultant or anyone for whose acts it is liable. If any such lien attaches to the Project, and Consultant does not cause the same to be released by payment, bonding or otherwise within ten (10) days after Consultant has notice of the lien, Owner shall have the right, but not the obligation, to cause the same to be released, and any sums expended by Owner in connection therewith shall be reimbursed by Consultant, with interest at a rate of ten percent (10%) per annum, from the date of expenditure through the date of reimbursement.

10. Indemnification. In the performance of professional and technical services under this Contract, Consultant agrees to indemnify, defend, protect and hold harmless

Owner and their respective officers, directors, partners, members, managers, shareholders, employees and agents (each an “Indemnitee”) against all claims, suits, actions, liabilities, losses, costs, expenses, injury and damages, including court costs and consultants’, expert witnesses’ and attorneys’ fees (as applicable, a “Claim”) directly arising out of or resulting from, in whole or in part, any negligent acts, errors or omissions of Consultant, in connection with the services or work performed and/or materials supplied by Consultant pursuant to the Contract. Owner agrees to indemnify, defend, protect and hold harmless Consultant, Manager and their respective officers, directors, partners, members, managers, shareholders, employees and agents (each an “Indemnitee”) against all claims, suits, actions, liabilities, losses, costs, expenses, injury and damages, including court costs and consultants’, expert witnesses’ and attorneys’ fees (as applicable, a “Claim”) directly arising out of or resulting from, in whole or in part, any negligent acts, errors or omissions of Owner in connection with the services or work performed and/or materials supplied by Consultant pursuant to the Contract. These indemnification provisions shall apply and be enforced to the fullest extent permitted by law and, except as expressly set forth above, shall apply to the negligence of each Indemnitee.

11. Insurance. Consultant shall maintain, at its own cost and at all times during the term of the Contract, valid, effective and collectible insurance of the following types:

(i) Worker’s Compensation Insurance complying with applicable laws and Employer’s Liability Insurance with limits of not less than \$1,000,000.00 for bodily injury by accident and not less than \$1,000,000.00 for bodily injury by disease.

(ii) Commercial General Liability Insurance, written on an “occurrence form” basis, with limits of not less than \$2,000,000.00 in the aggregate and \$1,000,000 for each occurrence.

(iii) Business Auto Coverage, including owned, hired and non-owned vehicles, if any, in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage liability.

(iv) Professional (Errors and Omissions) Liability Insurance, written on a “claims made” basis, with limits of liability of not less than \$5,000,000 per claim and in the aggregate.

(v) Such other types, increased amounts or broadened coverage of insurance as is legally required in the state where the Project is located or is generally maintained by other prudent consultants in that state that are comparable in size to Consultant, as such may change from time to time.

The Commercial General Liability Insurance shall contain a provision that defense costs are paid in addition to and do not deplete any of the policy limits. If the Professional (Errors and Omissions) Liability insurance does not have defense costs outside the limit of liability, then total limit required shall be \$4,000,000 per claim and in the aggregate. The Professional (Errors and Omissions) Liability Insurance shall remain in force at least until the expiration of two (2) years after completion of the Project. Consultant hereby waives all its rights of recovery, under subrogation or otherwise, against Owner, to the extent covered by insurance required to be provided by Consultant and its subconsultants under this Agreement, and further waives all rights of recovery which are not covered by insurance

because of deductible or self-insurance obligations relating to such insurance; provided these waivers do not apply to Consultant's rights of recovery against its own subconsultants, vendors and suppliers.

All of Consultant's insurance shall not be terminated, be permitted to expire, be subject to non-renewal, nor be materially altered, except on thirty (30) days' prior written notice to Owner. Owner, Manager, and the parties identified on Exhibit C attached hereto (as such list shall be reasonably revised after the date of this Contract) shall be named as additional insureds on all policies of insurance required to be maintained hereunder, with the exception of Consultant's Worker's Compensation Insurance and Professional (Errors and Omissions) Liability Insurance, with coverage provided such additional insureds as broad as provided to the named insured. All insurance policies required shall be issued by companies licensed in the state where the Project is located who hold a current Policy Holder Alphabetic Category Rating of not less than "A-" and Financial Size Category Rating of not less than "VIII" according to the latest edition of Best's Key Rating Guide. Prior to Consultant commencing any work under the Contract, it shall furnish Owner with certificates of insurance, on forms acceptable to Owner, evidencing that insurance policies are in full force and effect that provide the required coverages and amounts of insurance, with a copy of the endorsement providing additional insured coverage to the Owner and Manager. Upon Owner's written request, Consultant shall also provide certificates of insurance naming Owner's financial partners, landlord, property manager, and/or lenders as additional insureds. Any other insurance carried by any Indemnitees, which may be applicable, shall be deemed to be excess insurance and Consultant's insurance shall contain a provision that it is deemed primary and non-contributing with any insurance carried by Owner or any other Indemnitees. Except where prohibited by applicable law, each required insurance policy shall contain a Cross-liability or Separation of Insureds provision that provides that the insurance applies separately to each insured against whom a claim is filed and that the policies do not exclude coverage for claims or suits by one insured against the other. Consultant's insurance may be provided on the basis of primary and umbrella/excess coverage as long as the primary coverage is a minimum of \$1,000,000.00 and the umbrella/excess coverage is at least as broad as the coverage under the primary policy, including the coverage for all additional insureds. If Consultant's Professional Liability policy is a "blanket" or "practice" policy covering all of Consultant's work, then Consultant will notify Owner of any material erosion of the required limit of insurance and may be required to purchase additional limits to cover liabilities associated with the work under this Contract.

Unless otherwise approved by Owner, Consultant shall require its subconsultants and subcontractors to obtain and maintain insurance in compliance with the requirements of this Section 11.

Consultant hereby waives all rights of recovery against the Owner or any other Indemnitees on account of loss or damage occasioned to Consultant or others under Consultant's control or for whom it is responsible to the extent such loss or damage is insured against under any of Consultant's insurance policies which may be in force at the time of the loss or damage or would have been insured against if Consultant had complied with its obligations under this section.

12. Assignment. Upon any sale or other transfer of ownership of the Project, Owner may either terminate the Contract, on 30 days' notice to Consultant, or may assign its rights under the Contract to the new owner, without the Consultant's consent. Upon any such assignment, Owner shall be relieved of any liabilities or obligations occurring under the Contract from and after the date of such assignment. The parties understand and agree that Owner may assign its interest in this Contract to an affiliate or successor in interest of Owner and effective upon such assignment, all references to "Owner" herein shall refer to such affiliate or successor. In addition, Consultant hereby consents to the assignment of Owner's interest hereunder by Owner to a lender in connection with the funding of the Project. Except as set forth in this Section 12 or as expressly agreed in writing by Consultant and Owner, no person other than the parties or their successors or assigns shall be a third-party beneficiary of the obligations contained in this Contract or have the right to enforce any of its provisions. Consultant's obligations under the Contract are personal and may not be assigned, in whole or in part, without the prior written consent of Owner in each instance, which consent may be granted or withheld in Owner's sole and absolute discretion. A change in ownership of the controlling interest in Consultant shall be deemed an assignment of Consultant's obligations. Subject to the foregoing, the Contract shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

13. Limitation on Liability. Consultant shall look solely to Owner's interest in the Project for satisfaction of any liability of or claim against Owner or Manager arising out of or relating to the Contract, and neither Owner nor any of the other Indemnitees shall have any personal liability for such obligations or liabilities. Nothing contained herein nor any act of the parties shall be deemed or be construed by the parties hereto or either of them or any third party to create a relationship of employer and employee, agent and principal, partnership or joint venture between the parties hereto.

14. Dispute Resolution.

14.1 Dispute Defined. For purposes of this Section 14, "Disputes" shall mean all unresolved claims, counterclaims, disputes, controversies, and other matters in question between Consultant and Owner arising out of or relating to this Contract or the breach thereof.

14.2 Performance of Parties to Continue. Unless otherwise agreed in writing during the period in which any Dispute is outstanding Consultant shall continue to perform its services and carry out its other responsibilities in accordance with this Contract, and Owner shall continue to pay for the undisputed portion of Consultant's services, as provided hereunder.

14.3 Dispute Resolution. Any controversy arising out of this Contract or the performance thereof shall be decided by Thurston County Superior Court Arbitration Rules and associated processes without regard to jurisdictional limits but with a right to trial de novo.

14.4 Subcontract Requirements. Consultant agrees that the provisions of this Section 14 shall be included in all subcontracts related to the Work into which it may enter, and that if any dispute subject to arbitration under this Section 14 involves

such subcontract, the rights and liabilities of Owner, Consultant and all subconsultants or subcontractors who may be involved shall be determined in the single arbitration proceeding, to the extent possible.

15. Notices. All notices under the Contract must be in writing and will be effective (i) immediately upon delivery in person, provided delivery is made during regular business hours or receipt is acknowledged by a person reasonably believed by the delivering party to be employed by the recipient; or (ii) upon the earlier of actual delivery confirmed by executed receipt by the recipient or 24 hours after deposit (in time for next-day delivery) with a commercial courier or delivery service for hand delivery, provided delivery is made during regular business hours or receipt is acknowledged by a person reasonably believed by the delivering party to be employed by the recipient; or (iii) three (3) days after deposit (before the last pick-up time) with the United States Postal Service, certified mail, return receipt requested, postage prepaid. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party. All notices must be properly addressed and delivered to the parties at the addresses set forth below their signature, or at such other addresses as either party may designate by written notice.

16. Confidentiality. All information, plans, reports, documents and other materials of any type furnished by or on behalf of or belonging to Owner and all information, studies, analyses, reports or other work discovered or produced by Consultant or its employees, agents, and/or subconsultants, including, without limitation, the Materials (collectively, "Confidential Information") shall be maintained by Consultant and its employees, agents, and subconsultants in the strictest confidence, and will neither be used for any purpose, other than as specifically contemplated by this Contract, nor disclosed to anyone without the prior written permission of Owner, unless (i) the Confidential Information has previously been made generally publicly available by someone other than Consultant or its employees, agents or subconsultants, or (ii) Consultant is compelled to do so by a court of competent jurisdiction in which case Consultant shall immediately provide written notice to Owner setting forth the nature and extent of the compelled disclosure to afford Owner the opportunity to obtain, and Consultant shall cooperate with Owner's efforts in obtaining, any protective order. Notwithstanding the foregoing, (i) Consultant may disclose the Confidential Information as necessary in the normal course of performing Consultant's work under this Contract and (ii) Consultant may use the Materials for marketing purposes, provided that Consultant provides a copy of the proposed marketing materials incorporating the Materials to Owner for Owner's review and receives Owner's prior written approval, not to be unreasonably withheld. Consultant agrees that all of the Confidential Information is proprietary and confidential in nature, that disclosure of same in violation of the provisions of this Section will cause harm to Owner, that in disclosing same to Consultant, Owner has not waived any claims of privilege or confidentiality, and that Consultant will use its best efforts to assure that all of its employees, agents and subconsultants who receive the Confidential Information will fully comply with the provisions of this Section 16.

17. Miscellaneous. The Contract represents the entire and only agreement between the parties relating to the Services or the Project and supersedes all other prior and contemporaneous agreements, whether oral or written, express or implied. The parties acknowledge and agree that they may not and are not relying on any representation, promise, inducement, or other statement, whether oral or written and by whomever made, that is not contained expressly herein. The Contract may not be modified or amended except by a writing executed by Owner and Consultant. The parties agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Contract. Whenever a right to approve or make a determination or other right is reserved hereunder to Owner, it is understood that Owner may delegate the exercise of such right to Manager or any other representative of Owner in writing, and Consultant shall be protected in relying upon any action taken by such representative in the exercise of such right, unless Consultant is earlier notified in writing by Owner to the contrary or such reliance is unreasonable. If any term, covenant or condition of the Contract or its application to any person or circumstances shall be held to be invalid or unenforceable, the remainder of the Contract and the application of such term or provision to other persons or circumstances shall not be affected, and each term hereof shall be valid and enforceable to the fullest extent permitted by law. This Contract may be executed in any number of original counterparts, all of which evidence only one agreement. The Contract shall be governed by the laws of the state where the Project is located. Every consent, excuse, delay, deviation or waiver from the specific terms of the Contract must be in writing and signed by the party adversely affected and shall only apply to the action described in the writing. Sections 5, 7, 10 and 13 of this Contract and all other obligations that are not completed or fully satisfied as of the expiration or termination of the Contract, shall survive until fully satisfied. The obligations under Section 16 shall survive forever. Time is of the essence for the payment and performance of all obligations under the Contract. Each of the individuals executing the Contract on behalf of a party individually represents and warrants that he or she has been authorized to do so and has the power to bind the party for whom they are signing.

[SIGNATURES FOLLOW ON NEXT PAGE]

NOW THEREFORE, this Contract is executed as of the Contract Date.

OWNER:

NAME

a _____

By: _____
Name: _____
Title: _____
Address: _____

CONSULTANT:

[_____]

By: _____
Name: Doug Larson,
Title: Principal & Senior Project Director
Address: 801 2nd Avenue , Suite 614, Seattle WA 98104
Federal ID No 91-1876752.

EXHIBIT A

TO CONSULTING CONTRACT
BETWEEN
Heartland LLC, CONSULTANT,
AND
THURSTON CONSERVATION DISTRICT, OWNER

The objective of this work is to answer four questions:

1. What are some examples of suitable properties in Thurston County and what are the general areas where those properties are most likely to be found?
2. Would it be better and more affordable for TCD to enter into a long-term lease for the property or to purchase their own property?
3. Would it be better and more affordable for TCD to build for purpose or renovate for purpose?
4. What is the likely budget and what are the possible financial strategies for the acquisition and development of TCD's CEC?

The consultant will create three (3) reports:

- 1) Zoning and Utility Requirements Report
- 2) Conservation and Education Center Comparison Report
- 3) Acquisition and Ownership Strategy Comparison Report

The **Zoning and Utility Requirements Report** will consider the District's facility needs and identify the Thurston County zoning and utility requirements for the CEC. The purpose of this report is to identify the availability of appropriate parcels and the likely location of the future CEC. The report will include:

1. A list and description of all the possible Thurston County zone types that would be appropriate for the CEC. Agricultural activities must be permitted within the zone type.
2. A map illustrating the concentrations of the appropriate zone types in Thurston County.
3. A list of the CEC's utility requirements.
4. A map illustrating the availability of the utilities required for the CEC. For example, if access to city water and high-speed internet is required, this map would highlight the areas in Thurston County where these utilities are available.
5. A map overlaying the zone type and utility maps.

The **CEC Comparison Report** will review and compare four existing Conservation and Education Centers, or similar facilities, in our region (CA, OR, WA, and ID) operated by Conservation Districts. TCD anticipates that data collection for this report would require interviews with CEC facility staff. Comparisons should be displayed in an easy-to-read format such as tables. The purpose of this report is to understand how other similar organizations acquired and developed their center. At a minimum, this report will:

1. Identify and compare common and innovative features among the facilities.
Examples of CEC features might be – a pollinator hedgerow, an urban garden, samples of various types of farm equipment, and a high tunnel or hoop house.
2. Compare the property acquisition and facility development strategies for each facility and summarize the pros, cons, and lessons learned of each strategy.
3. Describe funding sources and partnerships used in the acquisition and facility development phase for each facility.
4. Identify the benefits of each facility for the local community.
5. Describe and quantify the use of each facility by the local community.

The **Acquisition and Ownership Strategy Comparison Report** will help the District identify the types of properties the District should consider for the development of its CEC. Considering the District's CEC requirements and possible features and the results of the Zoning and Utility Requirements Report, this report will compare the following acquisition and ownership strategies and identify which of the strategies best matches the District's needs.

1. Purchase land with existing utilities and building(s) and renovate for purpose.
2. Purchase land without existing utilities and building(s) and build for purpose.
3. Purchase or lease land with existing utilities and buildings already built for purpose. Long-term lease arrangements with government agencies and TCD partners should be considered in this strategy.
4. Other option(s) as identified by the consultant for TCD Board consideration.

At a minimum, a comparison of the four ownership strategies would include:

- a. Pros and Cons
- b. The development process/steps and schedule
- c. Cost estimates
- d. Finance strategy options
- e. Thurston County availability

EXHIBIT B
TO
CONSULTING CONTRACT BETWEEN
Heartland LLC, CONSULTANT,
AND
THURSTON CONSERVATION DISTRICT, OWNER

Fees

The Fees for Consultant's Services shall be \$69,045

Task		MFA Hours	HLLC Hours	DCW Hours	Total Project Hours	Labor	Direct	Total
1	Document and Discovery	15.75	4	0	20	\$3,959	\$0	\$3,959
2	Project Kickoff and Workshop	12	17	0	29	\$6,250	\$83	\$6,333
3	Zoning and Utility Report	44	9	0	53	\$9,700	\$0	\$9,700
4	Conservation and Education Center Comparison Report	21	18	0	39	\$7,725	\$0	\$7,725
5	Acquisition and Ownership Strategy Comparison Report	3	59	65	127	\$24,485	\$0	\$24,485
6	Final Presentation and Report	32.5	46	0	78	\$16,760	\$83	\$16,843
Total Estimated Cost								\$69,045

Approved Expenses

Approved Expenses shall consist of normal and reasonable reimbursable expenses incurred by Consultant and its sub-consultants for the execution of the Services. These expenses shall be billed at 1.02 times the direct cost to Consultant.

Approved Expense Categories (see table above)

EXHIBIT C
TO
CONSULTING CONTRACT BETWEEN
Heartland LLC CONSULTANT,
AND
THURSTON CONSERVATION DISTRICT, OWNER

LIST OF ADDITIONAL INSUREDS

The Certificate Holder(s) shall be identified as: Heartland, LLC

The Additional Insured shall be identified as:



Thurston Conservation District Board of Supervisors Work Session Topic List & Board Meeting Agenda

May 23, 2023, 5:00 pm -7:25 pm

Zoom Meeting Link:

<https://zoom.us/j/91658577844?pwd=cDgvaC9jcWRBU0luUFFHc1lrb3hLQT09>

Passcode: 2918

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

Work Session Topic List

5:00 pm – 6:00 pm

1. Topic List Review, *All*
2. Staff Presentation: TBD
3. Minutes Review & Revision, *All*
 - a. April 25 2023, Board Work Session & Meeting Minutes
4. Conservation and Education Center (CEC) Development, *All*
5. Chehalis Basin Forestry Strategy, *Betsie DeWreede*
6. Legislative Update, *All*
7. Important Updates & Announcements
 - a. Board of Supervisors, *All*
 - b. Executive Director, *Sarah Moorehead (Executive Director)*

Board Meeting

6:30 pm – 7:25 pm

- | | |
|---|-----------------------|
| 1. Welcome, Introductions, Audio Recording Announcement | 6:30 PM
5 minutes |
| 2. Agenda Review | 6:35 PM
5 minutes |
| 3. Consent Agenda – <i>Action Item</i> <ol style="list-style-type: none">A. April 25, 2023, Board Work Session & Meeting MinutesB. May 2023 Financial Report | 6:40 PM
5 minutes |
| 4. Public Comment
*Three minutes per person | 6:45 PM
10 minutes |

- | | |
|---|-------------------|
| 5. Partner Reports (<i>if present</i>) | 6:55 PM |
| A. Natural Resources Conservation Service (NRCS), <i>TBD</i> | <i>15 minutes</i> |
| B. Washington State Department of Ecology, <i>Hannah Coe</i> | |
| C. Washington State Conservation Commission (WSCC), <i>Jean Fike</i> | |
| D. Washington Association of Conservation Districts (WACD), <i>Doug Rushton</i> | |
| E. National Association of Conservation Districts (NACD), <i>Doug Rushton</i> | |
|
6. Governance, <i>All</i> – Action Item | 7:10 PM |
| A. May 23, 2023, Work Session Topic List & Meeting Agenda Development | <i>5 minutes</i> |
|
7. Executive Session: To discuss potential litigation. | 7:15 PM |
| RCW 42.30.110 (1) To discuss with legal counsel representing the agency | <i>10 minutes</i> |
| Litigation or potential litigation. | |
|
Adjourn | 7:25 PM |
|
Informational Only Items: | |
| I. <i>Executive Director's Report</i> | |

Important Dates

June 2023

WADE Conference in Leavenworth	June 12-14
WACD Board of Directors Meeting 6:00 – 8:30 pm	June 26
Board Work Session & Meeting 5:00 -7:30 pm In-person and Virtual (Zoom)	June 27

July 2023

NACD Summer Conference, Bismark ND	July 15-19
Board Work Session & Meeting 5:00 -7:30 pm In-person and Virtual (Zoom)	July 25

August 2023

NACD Southwest/Pacific Region Conference, Lake Tahoe, NV	August 22-24
Board Work Session & Meeting 5:00 -7:30 pm In-person and Virtual (Zoom)	August 22

Informational Items



Executive Director's Report

Sarah Moorehead – Executive Director

April 25, 2023

Priority Initiative Updates

Resource: Indian Country 101 & 102

An incredible education resource developed in part by the Squaxin Island Tribe 'an online tribal engagement training series built with natural resource practitioners in mind'! This six-part free online training is for 'anyone that would like to know more about tribes and native citizens'. This training focuses on the history of tribal governments across the national, along with a deeper delve into the tribes of Washington State.

Training available here: <https://www.conservationtraining.org/course/view.php?id=309>

Workshop: No-Till Drill Demo Day

Saturday, May 20, 10 am – 1 pm

Nelson Ranch, 3624 Waldrick Rd SE Olympia, WA 98501

Questions? E-mail nwhite@thurstoncd.com

TCD is adding a no-till drill to our equipment rental program! Available beginning in Fall 2023, we're offering this demo day to allow producers to speak with equipment operators, learn how to use the equipment, and learn more about the no-till practice.

We'll be offering demos every hour, on the hour at 10 am, 11 am, and 12 pm. Our generous hosts are the Nelson family at the Nelson Ranch.

Urban Agriculture Study Bill

HB 1552 has passed the legislature and is on its way to the Governor's office for signature. This bill directs the WSCC to conduct a study of urban agriculture opportunities and barriers throughout the state.

Support the Freedom Farmers

The Freedom Farmers are looking for community support to expand and solidify their alternative education program that came out of a partnership with GRuB and Olympia High School where students inspire community change through food and agriculture. TCD submitted the attached letter as part of a community support campaign to demonstrate the importance of this youth program.

District Operations

March 28, 2022 Board Meeting Action Items

- No Action Items to report on.

Required Board Member Training

After assuming office, and at least every four years while in office, public officers are required by law to take two virtual trainings: Public Records Act and Open Public Meetings Act.

To help us keep an updated schedule for these training videos, please plan to watch the following videos as your schedule allows and email a confirmation that you have completed both training videos to Susan Shelton.

We would like to have all supervisors complete these training videos by June 30th, 2023. If you have recently viewed these videos, please feel free to just respond to Susan with the date that you viewed these training videos.

Public Records Act (30 min): [LESSON 2: OPEN PUBLIC RECORDS ACT BASICS – RCW 42.56 | Washington State](#)

Open Public Meetings Act (18 min): [LESSON 3: OPEN PUBLIC MEETINGS ACT – RCW 42.30 | Washington State](#)

Hiring Update

TCD is still underway in our hiring processes for both our habitat team and an Administrative Projects Coordinator. We are hopeful to welcome new employees to TCD by the end of May!

Preparing for Strategic Planning

TCD's staff leadership team is beginning a process to strategically forecast TCD's increase in budget, programs, and staffing capacity to ensure we continue our trajectory of wise and stable growth. This information will inform organizational planning at the staff level and be valuable as TCD undergoes our upcoming strategic planning process in 2024.

This summer, as TCD works on our 2023 mid-year annual plan progress report, staff plan to do a preliminary roll-up of our strategic plan objectives to allow the board to see cumulative progress, and make any necessary revisions to our existing plan.

Monthly Staff Reports

Reminder – Monthly staff reports can be viewed electronically! The link to view monthly staff reports can be found on your Board Portal.