

RESOLUTION NO. 2589

A RESOLUTION of the Port Commission of the Port of Seattle approving and ratifying settlement of Civil Litigation--State of Washington, et al. v. Chevron Asphalt Company, et al.

WHEREAS, the Port of Seattle Commission (hereinafter "this agency") on April 14, 1970 unanimously agreed to participate in civil antitrust litigation with the State of Washington and all other public agencies similarly participating with the State of Washington, and said litigation was filed against various manufacturers of road asphalt; and

WHEREAS, said agreement to participate provided that final approval and ratification of any settlement of the litigation was and remained the prerogative of this agency; and

WHEREAS, the State of Washington and this agency, pursuant to the aforementioned resolution, retained the law firm of Ferguson & Burdell as special counsel to prosecute the litigation in their behalf; and

WHEREAS, said special counsel has reached a tentative agreement of compromise and settlement with the defendants, which agreement has been approved by the State of Washington; and

WHEREAS, said special counsel has recommended the agreement to this agency as being in its best interests;

NOW, THEREFORE, BE IT RESOLVED:

1. That said agreement of settlement and compromise (Exhibit "A") is in the best interest of this agency and is adopted, confirmed and ratified; and
2. That said special counsel are authorized and directed to take such further steps as they deem necessary and advisable, including signing the necessary releases and covenants (Exhibit "B"), to finalize and terminate the litigation; and
3. That this agency accepts as settlement in full of all claims made in or arising out of said litigation the amount set forth in the attached schedule (Exhibit "C") and waives any claim it may now have or hereafter discover, arising out of clerical error or inadvertence in calculation, against each other participant in this litigation and said special counsel.

ADOPTED by the Port Commission of the Port of Seattle this 22nd day of July, 1975, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.

(SEAL)

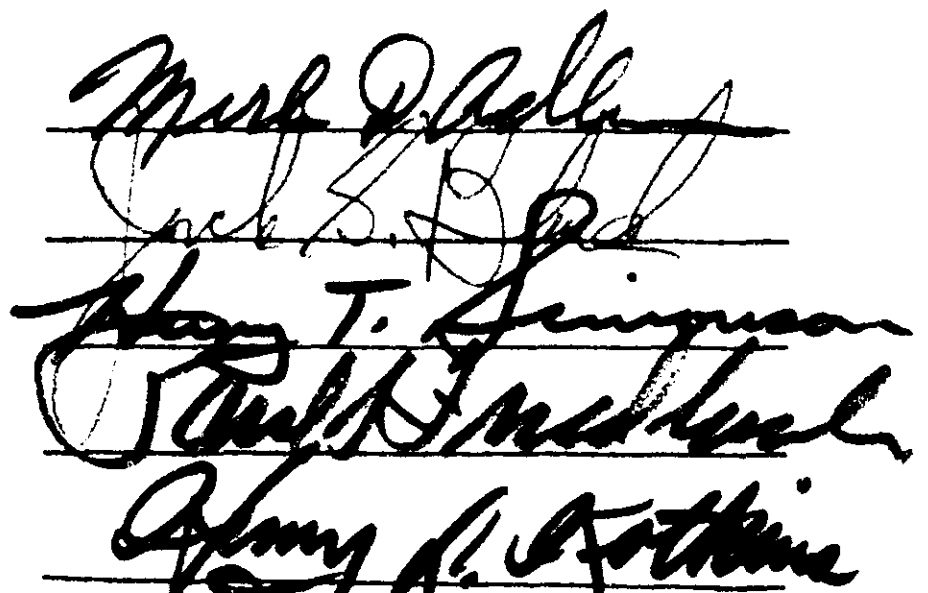
  
Port Commissioners

EXHIBIT "A"

RELEASE AND COVENANT

THIS RELEASE is entered into this 1st day of April, 1975, at Seattle, Washington, by the Plaintiffs and Intervenors in the Washington unit of the Western Liquid Asphalt Cases listed on Exhibit "A" and Exhibit "B" hereto;

W I T N E S S E T H:

WHEREAS, the State of Washington and the Counties of Skamania and Snohomish, both of Washington, filed suit in the United States District Court for the Western District of Washington against various asphalt manufacturers, distributors, shippers and suppliers; and

WHEREAS, thereafter certain additional counties, cities and other public bodies intervened or filed Complaints in intervention in said action pursuant to a procedure authorized and ordered by the Court; and

WHEREAS, from time to time certain of the intervening public bodies have caused or permitted the action to be dismissed as to them with prejudice; and

WHEREAS, the Multidistrict Litigation Panel caused said action to be transferred to the Northern District of California for coordinated and consolidated pre-trial proceedings; and

WHEREAS, said action is among the civil antitrust suits consolidated in the United States District Court, Northern District of California, Master File No. 50173 R.E.S., as part of the Western Liquid Asphalt Cases, and said action being assigned to the Honorable Russell E.

Smith, United States District Judge, for pretrial proceedings; and

WHEREAS, the Plaintiffs and Intervenors in the Washington unit of the Western Liquid Asphalt Cases include the State of Washington and various cities, counties and other governmental bodies and subdivisions in the State of Washington, a list of all said Plaintiffs and Intervenors being attached hereto as Exhibit "A" and Exhibit "B" (collectively the "Washington Plaintiffs"); and

WHEREAS, the complaints filed in the United States District Court, Western District of Washington, in the Washington unit allege violations of the antitrust laws by Douglas Oil Company of California, Chevron Asphalt Company, Standard Oil Company of California, Shell Oil Company and Union Oil Company of California (collectively the "named defendants"), and by various unnamed persons, corporations and other entities alleged to have been acting in concert with the named defendants; and

WHEREAS, each of the named defendants in the Washington unit, and each of the defendants in the other units of the Western Liquid Asphalt Cases has denied that it has committed any violations of the antitrust laws, or any other wrongful act in connection with the manufacture, distribution, shipment or marketing of asphalt; and

WHEREAS, in view of the substantial and serious disputes which exist between the Washington Plaintiffs, on the one hand, and the named defendants, on the other hand, with respect to issues of disputed fact and with respect to the interpretation and application of the antitrust laws,

and in view of the cost of litigating these issues of fact and law in a complex and protracted trial, it is the desire of the Washington Plaintiffs and the named Defendants, in the interest of compromise, to settle and discharge the claims of the Washington Plaintiffs, which settlement and discharge are to include all antitrust and other overcharge claims against said named Defendants which have been or which could have been raised in the aforesaid civil antitrust action at any time, to and including the date of this release, or which relate in any way to antitrust violation or overcharge claims arising out of the manufacture, distribution, shipment or marketing of asphalt at any time to and including the date of this release;

NOW, THEREFORE, in consideration of the payment of a valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. The Washington Plaintiffs, and each of them, hereby release and forever discharge, separately and collectively, (a) the named Defendants, (b) the parent corporations, if any, of each of the named Defendants, (c) the stockholders of each of the named Defendants, (d) the past and present officers, directors, agents, servants, employees, representatives, and attorneys of each of the named Defendants, and (e) all persons, corporations, partnerships, joint ventures and other legal entities acting with, by, through or under them, or any of them (collectively the "Releasees"), and each of them, of and from any and all claims, causes of action, suits, debts, liens, contracts, obligations, agreements, promises, liabilities, demands, damages, losses, costs or expenses of any nature whatsoever,

known or unknown, fixed or contingent (collectively the "Claims"), which any of the Washington Plaintiffs may now have, or may hereafter have, against the Releasees, or any of them, by reason of any matter, cause or thing whatsoever from the beginning of time to the date hereof arising out of, based upon, or relating to (i) the civil antitrust action now consolidated as the Washington unit of the Western Liquid Asphalt Cases, (ii) any antitrust violations or overcharges arising out of the manufacture, distribution, shipment or marketing of asphalt, that were, or have been, or could in any way have been, by supplemental or amended complaint or otherwise, alleged in the respective pleadings or other papers filed in said civil action, and (iii) any other antitrust violations or overcharge claims arising out of the manufacture, distribution, shipment or marketing of asphalt at any time to and including the date hereof.

2. In addition to the release of the Claims described in paragraph 1 above, the Washington plaintiffs, individually and collectively, covenant not to sue or to sue further the Releasees with respect to any of the claims covered by this Release and Covenant by way of complaint, cross-complaint, counterclaim, affirmative defense, setoff or recoupment in any other proceeding, or action, to which any of said Washington Plaintiffs is or may be a party, or a participant by intervention or otherwise.

3. Each of the Washington Plaintiffs acknowledges that it may have sustained damages, expenses or

losses arising out of antitrust or overcharge claims in respect of the Releasees' manufacture, distribution, shipment or marketing of asphalt, the claims for which are presently unknown or unsuspected, and that such damages, expenses or losses may give rise to additional antitrust or overcharge claims for damages, expenses or losses in the future, arising out of its past acquisitions of asphalt, which are not now anticipated by it. Nevertheless, each Washington Plaintiff acknowledges that this release has been negotiated and agreed upon in the light of this realization and, being fully aware of this situation, hereby expressly waives any rights that it may have, in such unknown or unsuspected antitrust or overcharge claims with respect to its past acquisitions of asphalt, under any state or federal statute or common law principle. However, it is not the intent of the Washington Plaintiffs to waive any unknown or unsuspected claims, except the antitrust or overcharge claims referenced in this paragraph 3, arising out of any normal contractual relationships between any of the Washington Plaintiffs and any of the Defendants.

4. The Washington Plaintiffs, and each of them, represent and warrant that they have not made or caused any assignment, sale, or other transfer or disposition of any interest in any of the claims released hereby against the Releasees, or any of them, and the Washington Plaintiffs, and each of them, agree to indemnify and hold harmless Releasees, and each of them, from and against any liabilities, demands, damages, costs, expenses, and attorneys' fees

incurred by Releasees, or any of them, as the result of the assertion of any rights or claims under or by virtue of any such assignment, sale, or other transfer or disposition of any interest in any of said claims, providing, however, that as a condition precedent to any assertion of this agreement to indemnify and hold harmless, the affected Releasee shall first have tendered to the Washington Plaintiffs the defense against any such asserted assignment, sale or other transfer or disposition of any interest in said claims.

5. Without limiting the generality of the above Paragraph 4, the Washington Plaintiffs, and each of them, represent and warrant that they have not in any way caused any Claim described in Paragraph 1, above, relating to any transaction identified in any of their responses to defendants' Interrogatories 21, 22 and 23, in the Washington unit of cases, to be transferred in any way to the United States or any department or agency thereof. In the event that any demand, claim, right or action based upon any transaction identified in said Interrogatory responses is asserted against the Releasees, or any of them, by the United States or any department or agency thereof, the Washington Plaintiffs agree that if any Releasees shall tender the defense of said demand, claim, right or action to the Washington Plaintiffs, said tender will be accepted as to that Releasee and said Releasee indemnified and held harmless therefrom. Failing acceptance of said tender by the Washington Plaintiffs, said Plaintiffs agree to indemnify and hold harmless each Releasee whose tender is not accepted.

6. The Washington Plaintiffs, and each of them, will indemnify and hold harmless the Releasees, and each of them, from and against any and all claims asserted against any said Releasee as a result of, or in connection with, any action or other proceeding brought by or prosecuted with its or their consent for the benefit of the Washington Plaintiffs, or any of them, contrary to the provisions of this Release. In the event that an action is brought without the consent of any of the Washington Plaintiffs, but for their benefit, each such Washington Plaintiff agrees to assert its lack of consent in such action and to assert this Release as (a) a full and complete defense to such action, (b) as the basis for an abatement of or an injunction against said action or other proceedings, and (c) as the basis of a counterclaim or cross-complaint for damages against the person or entity causing said action or other proceeding to be commenced. Each Washington plaintiff further agrees that in the event such an action or other proceeding is commenced, without its consent, it will indemnify and hold harmless the Releasee(s) herein to the full extent of any settlement or award of judgment made against said Releasee(s) for the benefit of any Washington Plaintiff.

7. In the event of any breach of this Release and Covenant by any Washington Plaintiff or Plaintiffs, the party aggrieved thereby shall be entitled to a recovery against said breaching Washington Plaintiff or Plaintiffs, and each of them, not only the amount of any judgment which may be awarded against said party, but also all such other



damages, costs and expenses as may be incurred by said party, including court costs, attorneys' fees and all other costs and expenses, taxable or otherwise, in preparing the defense of, defending against, or seeking or obtaining an abatement of or injunction against, such action or proceedings, in establishing or maintaining the applicability or validity of this Release and Covenant or any provisions thereof, and in prosecuting any counterclaim or cross-complaint based thereon.

8. The enforceability of the indemnity and hold harmless provisions set forth in this Release and Covenant does not require or depend upon payment by the party aggrieved of any claim, demand, or obligation covered thereby, as a condition precedent to the assertion of said party's rights under said indemnity and hold harmless provisions against the Washington Plaintiffs, or any of them. Enforceability depends upon a prior tender to the Washington Plaintiffs, by the party aggrieved or potentially aggrieved, of the defense against any such claim, demand, or obligation, and upon the rejection of the tender. Should such tender be accepted, and the defense nevertheless unsuccessful, the Washington Plaintiffs, and each of them, to the extent not expressly herein otherwise provided, agrees to indemnify and hold harmless the party aggrieved by such claim, demand or obligation to the extent that said claim, demand or obligation arises out of any claim which is the subject of this Release and Covenant.

9. This Release and Covenant not to sue or

further sue (a) shall bind and be enforceable against all successors and assigns of the Washington Plaintiffs, and each of them, and (b) shall inure to the benefit of (i) all successors and assigns of the corporate Releasees, (ii) all successors and assigns of any partnerships, limited partnerships, joint ventures, and other legal entities past or present, in which any of the Releasees shall be or have been a participant, and (iii) all successors, heirs, executors, administrators, and assigns of each of the individual Releasees, and each of them.

10. Each Washington Plaintiff understands that if any fact with respect to any matter covered by this Release is found hereafter to be other than, or different than, the facts now believed by said Washington Plaintiff to be true, said Washington Plaintiff expressly accepts and assumes the risk of such possible differences in facts and agrees that this Release and Covenant shall be, and remain, in effect notwithstanding such difference in facts.

11. Each Washington Plaintiff is represented by counsel with respect to this Release, and all matters covered by it; each Washington Plaintiff has been fully advised by said counsel with respect to the execution of this Release, and each Washington Plaintiff hereby authorizes and directs its respective counsel of record to take such action as may be necessary, or appropriate, to dismiss with prejudice the antitrust action now pending as the Washington unit of the Western Liquid Asphalt Cases, in which it is a

plaintiff or intervener, or in which it asserts any claim.

12. Neither the payment of any sum of money as consideration for the execution of this Release, nor the request for this Release, shall constitute or be construed as an admission of any liability whatsoever by, or on behalf of, Chevron Asphalt Company, Standard Oil Company of California, Douglas Oil Company of California, Shell Oil Company, or Union Oil Company of California, or any of the other Releasees, which have consistently taken the position that they have no liability whatsoever to the Plaintiffs, or any of them, in the Western Liquid Asphalt Cases. No representative of any Washington Plaintiff will make any statement intended to be made public which will claim that this Release, or the sum paid in connection therewith, indicates any violation of the antitrust laws or other wrongful act on the part of any of the Releasees. This Release is without prejudice to any position that any of the Releasees has asserted, or may assert, in the Western Liquid Asphalt Cases, or in any other proceeding.

13. This document embodies the entire terms and conditions of the Release described herein. All words, phrases, sentences and paragraphs, including the recitals hereto, are material to the execution hereof. All executed copies are duplicate originals, equally admissible in evidence.

14. This Release shall be construed and enforced pursuant to the laws of the State of Washington.

15. This Release may be (i) signed in counter-

part, or (ii) signed as authorized by resolution or ordinance incorporating this document, but shall not become effective until signed by or in behalf of each of the Washington Plaintiffs.

Dated: April 1, 1975.

SLADE GORTON, Attorney General,  
State of Washington

By \_\_\_\_\_  
As attorney for the State of  
Washington and the Appendix "A"  
Intervenors and as authorized  
by each of them as indicated in  
the attached resolutions.

SIDERIUS, LONERGAN & CROWLEY

By \_\_\_\_\_  
As attorney for Appendix "B"  
Intervenors and as authorized by  
each of them as indicated in the  
attached resolutions.

EXHIBIT A

State of Washington  
Benton County  
Chelan County  
Franklin County  
Grays Harbor County  
Kitsap County  
Lewis County  
Pacific County  
San Juan County  
Skagit County  
Skamania County  
Snohomish County  
Stevens County  
Thurston County  
Walla Walla County  
City of Kennewick  
City of Port Angeles  
Port of Seattle  
City of Puyallup  
City of Richland  
City of Tacoma  
City of Yakima  
City of Seattle  
King County  
Lake Washington School District No. 414

EXHIBIT "B"

STIPULATION FOR DISMISSAL

WITH PREJUDICE AND ORDER

It is hereby stipulated by and among the Plaintiffs and Intervenors in the Washington unit of cases in the Western Liquid Asphalt Cases and the Defendants in said action, acting through their respective counsel, that said action shall be dismissed with prejudice as to Defendants Chevron Asphalt Company, Standard Oil Company of California, Douglas Oil Company of California, Shell Oil Company, and Union Oil Company of California, each party to bear its own costs.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1975.

DEFENDANTS

STATE OF WASHINGTON AND PARTICIPANTS LISTED IN EXHIBIT A

STANDARD OIL COMPANY OF CALIFORNIA AND CHEVRON ASPHALT COMPANY

SLADE GORTON, Attorney General, State of Washington

By \_\_\_\_\_  
Richard J. MacLaury, Esq.  
Pillsbury, Madison & Sutro  
225 Bush Street  
San Francisco, CA 94104

By \_\_\_\_\_  
Ferguson & Burdell, Special Assistants Attorney General

SHELL OIL COMPANY

COUNTIES OF GRANT, ISLAND, SPOKANE AND WAHKLAKUM, and CITY OF EVERETT

By \_\_\_\_\_  
Graham B. Moody, Jr., Esq.  
McCutchen, Doyle, Brown & Enerson  
601 California Street  
San Francisco, CA 94108

By \_\_\_\_\_  
SIDERIUS, LONERGAN & CROWLEY  
Logan Building  
Seattle, WA 98101

UNION OIL COMPANY OF CALIFORNIA

By \_\_\_\_\_  
Richard S. Haas, Esq.  
Brobeck, Phleger & Harrison  
111 Sutter Street  
San Francisco, CA 14014

DOUGLAS OIL COMPANY OF CALIFORNIA

By \_\_\_\_\_

Max Gillam, Esq.  
Latham & Watkins  
555 So. Flower Street  
Los Angeles, CA 90071

IT IS HEREBY ORDERED, pursuant to the stipulation by and among the Plaintiffs and Intervenors and the Defendants in the above-captioned action, as set forth above, that said action be, and the same hereby is, dismissed with prejudice as to Defendants Chevron Asphalt Company, Standard Oil Company of California, Douglas Oil Company of California, Shell Oil Company, and Union Oil Company of California.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1975.

EXHIBIT B

Island County  
City of Everett  
Spokane County  
Wahkiakum County  
Grant County



## EXHIBIT "C"

## SCHEDULE B

## Distribution of Proceeds

## I Gross Proceeds of Litigation

Settlement Amount, All Washington Cases		\$3,832,800.00
<u>Less:</u> Share Owned by Non-Participants		<u>301,871.32</u>
Amount Placed in Escrow		\$3,530,928.68
<u>Plus:</u> Other "Income" Items		
(a) Interest on Escrow (90 days at 6.05%)		53,405.00
(b) Interest on Redeposit (30 days at 5.375%)		<u>16,054.83</u>
Subtotal		\$3,600,388.81
(c) Costs Reimbursed to Participants		
i) By Non-Participants		9,580.22
ii) By King County		5,363.84
(d) Due from "Mucarac" for Overpayment of Pro-rata Share of Common Costs		<u>6,170.35</u>
Subtotal		\$3,621,503.22
<u>Less:</u> Amount Payable to King County (Settlement Amount Separately Negotiated But Included in Escrow)		
(e) Principal	\$167,000.00	
(f) Interest on Share of Escrow (90 days at 6.05%)	2,525.88	
(g) Interest on Share of Redeposit (30 days at 5.375%)	<u>759.34</u>	<u>170,285.22</u>
Gross Proceeds Upon Termination		\$3,451,218.00
<u>Less:</u> "Mucarac" Reserve		<u>10,000.00</u>
Total		\$3,441,218.00

EXHIBIT "C"

II "Net Recovery" and  
Fee Computations

Total Participants Out-Of-Pocket Costs:

Costs Reimbursed, Trust Account to F&B		\$ 40,399.89
Paid "Mucarac" for Common Expenses		
(a) Paid by Trust Account	\$40,366.24	
(b) <u>Less Reimbursement Due for</u> Overpayment	<u>6,170.35</u>	34,195.89
Paid to NERA		2,324.71
Paid to Chevron Asphalt		1,392.39
Due Ferguson & Burdell		
(c) Paid Out	\$98,074.54	
(d) Reimbursed by Alaska	31,499.45	
(e) Reimbursed by Trust Account	<u>40,399.89</u>	<u>26,175.20</u>
Subtotal		104,488.08
Less Reimbursements of Costs		
(f) Non-Participants	\$9,580.22	
(g) King County	<u>5,363.84</u>	<u>14,944.06</u>
Net Out-Of-Pocket Costs to Participants		\$89,544.02

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Net Proceeds Upon Termination		\$3,441,218.00
<u>Less Net Out-Of-Pocket Costs</u>		<u>89,544.02</u>
"Net Recovery"		\$3,351,673.98
Fee to Ferguson & Burdell (25% of "Net Recovery")		\$ 837,918.49

EXHIBIT "C"

III Net Proceeds for  
Distribution

Gross Proceeds Upon Termination		\$3,451,218.00
<u>Less "Mucarac" Reserve</u>		<u>10,000.00</u>
Subtotal		\$3,441,218.00
<u>Less Amount Payable to Ferguson &amp; Burdell</u>		
(a) Fee	\$837,918.49	
(b) Costs Unpaid Upon Termination	<u>26,175.20</u>	<u>864,093.69</u>
Subtotal		\$2,577,124.31
<u>Less Repayment of Costs Advanced</u>		101,500.00
<u>Less Costs Incurred</u>		
(c) Participants Share	\$89,544.02	
(d) Non-Participants Share	<u>14,944.06</u>	<u>104,488.08</u>
Subtotal		\$2,371,136.23
Plus Adjustments		
(e) For Return of Costs Advanced	\$101,500.00	
(f) For Participants' Costs Redistribution	89,544.02	
(g) For Trust Account Balance	<u>17,016.77</u>	<u>208,060.79</u>
Net Proceeds for Distribution		\$2,579,197.02

IV Summary of Disbursement  
of Funds

To Plaintiffs	\$2,579,197.02
To King County	170,285.22
To Ferguson & Burdell	864,093.69
To Mucarac Reserve	10,000.00
From Trust Account	[17,016.77]
From Mucarac	<u>[6,170.35]</u>
Total Amount Receivable From Escrow Account	\$3,600,308.81

SCHEDULE C

PARTICIPANTS	COSTS			"CO. RD."	TOTAL	PRO-RATA AMONG ALL	DISTRIBUTION SHARE OF 2.5% 1RS. 10	COSTS ADVANCED	PARTICIPANTS PRO-RATA COSTS %	PARTICIPANTS PRO-RATA COSTS	NET DISTRIBUTION AMOUNT
	DIRECT	INDIRECT	INPLACE								
STATE OF WASHINGTON	3777056.61	1046982.79	2832367.27		33777436.67	70.2521	1814059.26	56750.00	71.3561	6389512	1506894.14
BENTON COUNTY	238514.52		334384.07	68777.38	741975.97	1.5711	40568.71	2500.00	1.5955	1425.94	41679.77
CHelan COUNTY	462497.86		25741.46	10629.46	498778.79	1.0561	27270.46	2500.00	1.0727	906.54	28809.92
FRANKLIN COUNTY	336594.50		42541.65	197820.88	576977.33	1.2217	31546.56	2500.00	1.2409	1111.15	32935.41
GRAYS HARBOR COUNTY	118720.70	76432.30		7593.68	202746.68	.4293	11085.32		.4361	290.53	10694.52
HITSOP COUNTY	747956.67	146167.19	1954.10	36993.76	946511.72	2.0048	51767.55	2500.00	2.0365	1823.33	52444.27
LEWIS COUNTY	787479.44	22273.53	20261.51		830034.48	1.7576	45354.47	5600.00	1.7852	1549.54	49745.65
PACIFIC COUNTY	335323.41				335323.41	.7100	18333.51	2500.00	.7212	645.77	20157.72
SAN JUAN COUNTY	109785.1			12776.93	122563.24	.2595	6702.77		.2636	236.04	6464.73
SKAGIT COUNTY			972607.54	4877.45	977487.02	2.0693	53446.07	5000.00	2.1023	1882.65	56563.57
SHARONA COUNTY	200552.93	54693.23		14489.22	270035.43	.5718	14764.93	2500.00	.5807	506.67	16744.86
SKUMICH COUNTY	2323507.23	17034.08	18672.53	29719.31	2389933.20	5.0595	120619.93		5.1379	4600.69	126019.15
STEVENSON COUNTY	635532.42	2416.39	10157.40	62480.86	705586.07	1.5004	35743.11	2500.00	1.5240	1364.65	39573.46
THURSTON COUNTY	127562.16	18427.89	475524.05	100068.37	721582.47	1.5236	39471.28		1.5526	1390.26	38001.02
WAHIAWA COUNTY	523034.94	97057.55	11300.34	14522.19	777215.05	1.6457	42475.02	2500.00	1.6716	1496.82	43495.20
CITY OF KENNEWICK	26610.56		27662.93	256000.96	310274.45	.6570	16964.96	1500.00	.6672	582.46	17867.50
CITY OF PORT ANGLIS			25872.99		25872.99	.0541	1326.96	1500.00	.0550	49.25	2847.71
CITY OF PUYALLUP		18582.16	104153.60		122735.76	.2599	6711.10	1500.00	.2640	236.40	7731.70
CITY OF RICHLAND	770.00	6840.59	51727.85		59338.44	.1250	3213.22	2000.00	.1276	114.26	3129.76
CITY OF SEATTLE	415436.55	363641.68		2750.86	781229.09	1.6555	92748.67	2500.00	1.6715	1505.67	43740.19
CITY OF TACOMA	331896.86	681131.13		9455.24	1022483.23	2.1651	55300.59	2500.00	2.1791	1869.14	54400.73
CITY OF YAKIMA	75770.47	82863.62	296115.60	6819.84	461577.63	.9774	25239.25	2000.00	.9927	835.90	26344.35
PORT OF SEATTLE			431281.67		431281.67	.9132	23450.51	1000.00	.9276	830.61	23747.90
HOUGHTON SCHOOL DIST.		3794.44			3794.44	.0081	207.16		.0082	7.154	201.52
BEAUX ARTS								250.00			250.00
<b>NON-PARTICIPANTS</b>											
GRANT COUNTY				222674.06	222674.06	.4715	12175.00				
ISLAND COUNTY				5324.86	5324.86	.0113	291.79				
SPokane COUNTY				211421.18	211421.18	.4477	11560.44				
WASHKUM COUNTY				9667.97	9667.97	.0203	524.15			9580.22	14971.15
KING COUNTY				281611.52	281611.52	.5963	15397.57			5363.84	10033.73
					<b>47226516.86</b>		<b>2582185.10</b>	<b>101500.00</b>		<b>114480.00</b>	<b>2579197.02</b>