

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, August 08, 2023 at 7:00 PM

Agenda

WORK SESSION

- [1.](#) Rual Transit proposed bus stop change.

The proposed location is adjacent to the City owned parking lot. TRPC has also requested the curb be painted yellow for now parking between the two driveways for the parking lot.

Recommended Action: None, discussion only.

CALL TO ORDER

AGENDA APPROVAL

- [2.](#) Agenda for the Regular Meeting of the 8/8/23.

Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

- [3.](#) Meeting Minutes for 7/11/2023

Recommended Action: Motion to approve 7/11/2023 meeting minutes as presented.

CONSENT CALENDAR

- [4.](#) Consent Calendar consisting of July 26, 2023 through August 8, 2023:

Payroll EFT's in the amount of \$33,098.70 Claims Checks #31613 through #31615 and EFT's in the amount of \$44,146.58

for a grand total of \$77,245.28

Liquor Cannabis License: Whitewood Cider, Tenino Cannabis Boutique.

Recommended Action: Move to approve the consent calendar as presented.

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

- [5.](#) ILA Rainier for rental of Street Sweeper/Vactor Truck. This ILA will allow City of Rainier to rent the City of Tenino's Sweeper and Vactor Truck.

Recommended Action: Motion to approve ILA between Tenino and Rainier for Street Sweeper and Vactor Truck

- [6.](#) Tenino Community Service Center Lease, this will extend the 1-year lease to 5-years.

Recommended Action: Motion to approve extended lease.

NEW BUSINESS

- [7.](#) Resutek foundation, Tenino Lions Club and Tenino Eagles are sponsoring free Movies in the Park this summer, they are requesting for the fee to be waived for these 4 movies showings.

Recommended Action: Motion to approve waiving fees for these events.

- [8.](#) Cyber Audit with SAO. This Audit is a no cost from the SAO but there will be some expense on the IT side, We have applied for a grant to cover this cost, if that grant is not awarded we may be able to use to Loss Prevention Grant.

Recommended Action: Motion to approve Cyber Audit

- [9.](#) JBM Mechanical Agreement.

Recommended Action: Motion to approve agreement between City of Tenino and JBM Mechanical.

10. 8/22/23 Council Meeting Cancellation

Recommended Action: Motion to Cancel 8/22/2023 Meeting.

- [11.](#) CERB Grant/Funding. Terms have been reviewed by City Attorney.

Recommended Action: Motion to approve CERB Funding

RESOLUTIONS

- [12.](#) Resolution 2023-05 Amending the Duty Differential on the Salary Schedule

Recommended Action: Motion to approve Resolution 2023-05

ORDINANCES

REPORTS

13. 1) Chamber of Commerce

2) Economic Development Council (EDC)

3) South Thurston Economic Development Initiative (STEDI)

- 4) ARCH Commission
- 5) Experience Olympia & Beyond (VCB)
- 6) South Thurston Fire
- 7) Library
- 8) Museum
- 9) Tenino Community Service Center

14. 1) Civil Service Commission

- 2) Façade Improvement Grant Review Committee
- 3) Finance Committee
- 4) Planning Commission
- 5) Public Safety Committee

15. 1) Chief of Police

- 2) Director of Public Works
- 3) Clerk/Treasurer
- 4) Code Enforcement/Building Inspector
- 5) PARC Specialist
- 6) City Attorney
- 7) City Planner
- 8) Mayor

16. 1) Bucoda/Tenino Healthy Action Team (BTHAT)

- 2) Solid Waste Advisory Board
- 3) TCOMM/911
- 4) Tenino School Board
- 5) Thurston Regional Planning Council (TRPC)
- 6) Transportation Policy Board
- 7) Legislature

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

1. Rual Transit proposed bus stop change.

The proposed location is adjacent to the City owned parking lot. TRPC has also requested the curb be painted yellow for now parking between the two driveways for the parking lot.

Recommended Action: None, discussion only.

Current Rural Transit Routes through Tenino; Route 4(green) Route 2(brown):
Current Rural Transit bus stop circled in yellow.



Proposed Rural Transit Routes through Tenino; Route 4(light green), Route 2(bright pink)
Proposed Rural Transit bus stop and curb striping circled in light blue. There is existing wood utility pole at this location which could be used for installation.



File Attachments for Item:

3. Meeting Minutes for 7/11/2023

Recommended Action: Motion to approve 7/11/2023 meeting minutes as presented.

**City Council Meeting
Tuesday, July 11, 2023**

Minutes

WORK SESSION

Mayor Fournier convened the meeting at 7:00 pm with

PRESENT

Councilmember Linda Gotovac

Councilmember Elaine Klamn

Councilmember John O'Callahan

Councilmember Jason Lawton

Councilmember Rachel Davidson

1. Proposed Dog Park

Recommended Action: None, Discussion only.

Additional discussion held on this proposal. Recommended to hold a public hearing for the neighbors have a chance to to speak and to gather more information.

2. Resolution 2023-04

Recommended Action: None, discussion only

Chief addressed this issue with council and mayor. Council recommended adding to agenda.

CALL TO ORDER

Mayor Fournier convened the regular Council meeting at 7:30 pm with

PRESENT

Councilmember Linda Gotovac

Councilmember Elaine Klamn

Councilmember John O'Callahan

Councilmember Jason Lawton

Councilmember Rachel Davidson

AGENDA APPROVAL

3. Agenda for the Regular Meeting of the 7/11/23.

Recommended Action: Motion to approve the agenda as presented.

Motion made by Councilmember O'Callahan to amend the agenda to include Resolution 2023-04 under Old Business, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

APPROVAL OF MINUTES

4. Meeting Minutes for 6/27/2023

Recommended Action: Motion to approve 6/27/2023 meeting minutes as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

CONSENT CALENDAR

5. Consent Calendar consisting of June 28, 2023 through July 11, 2023:

Payroll EFT's in the amount of \$36,022.39 Claims Checks #31509 through #31548 and EFT's in the amount of \$213,050.23

for a grand total of \$249,050.23

Liquor Cannabis License: None

Recommended Action: Move to approve the consent calendar as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

EXECUTIVE SESSION

None

PRESENTATIONS

None

PUBLIC COMMENTS

Dave Watterson 1132 Central Ave E: Dave discussed with Council and Mayor the grant opportunities for energy savings for city residents, the applications will be available through City Hall and on the the cities website at cityoftenino.us.

PUBLIC HEARING

None

PROCLAMATIONS

None

OLD BUSINESS

1. **Resolution 2023-04:** Motion made by Councilmember O'Callahan pending City Attorney approval, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

NEW BUSINESS

6. 2025 Growth Management Act Periodic Update Grant

Recommended Action: Motion to accept Grant Award

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

RESOLUTIONS

None

ORDINANCES

None

REPORTS

- 7. 1) Chamber of Commerce
- 2) Economic Development Council (EDC)
- 3) South Thurston Economic Development Initiative (STEDI)
- 4) ARCH Commission
- 5) Experience Olympia & Beyond (VCB)
- 6) South Thurston Fire
- 7) Library
- 8) Museum
- 9) Tenino Community Service Center

None

8. **1) Civil Service Commission**
- 2) Façade Improvement Grant Review Committee**
- 3) Finance Committee**
- 4) Planning Commission**
- 5) Public Safety Committee**

None

9. **1) Chief of Police**
- 2) Director of Public Works**
- 3) Clerk/Treasurer**
- 4) Code Enforcement/Building Inspector**
- 5) PARC Specialist**
- 6) City Attorney**
- 7) City Planner**
- 8) Mayor**

1) Chief of Police: No additional information given.

2) Director of Public Works: PW Director provided a written report read by C/T Scharber, stating they held a pre con meeting for the Hodgden St project which is to begin first week of Aug and hopefully be completed in 15 days. The are continuing to screen dirt for the park. The fencing went up around the toys and pump track. The Quarry House railing and entry are now complete. The banner is up for OTD. Metal art banners are all complete and turned in. Hope to have them up by OTD weekend.

3) Clerk/Treasurer: C/T Scharber reported she met with Right Systems last week re: a City wide update. Discussed going to the Cloud and getting off the server. This is a large cost, however, they are assisting us with applying for multiple grants. They mentioned there are tons of Cyber based grants available. Meeting scheduled for tomorrow for the first one. The City of Shelton just completed an upgrade to their system and received \$300k in grant funding. She submitted for pool and QH reimbursements as well as the HAPI Grant. There will be a renewable energy class held at City Hall on 7/20/23. She is getting ready for budget season and is registered to attend the Municipal Budget & Fiscal Management Workshop for year 2023.

5) PARC Specialist: C/T Scharber provided the information for PARC Specialist Jessica Reeves-Rush reporting the Jubilee was a success. The first Skyhawk Basketball camp began this week. Sandlot league is going great, thanks to Darnella's dedication. She is learning how to use the new sound system at the Quarry House. The movie in the park this week 7/14 will be

Maverick held on the QH stage. The city now has affordable insurance set up for third party functions at any City facility.

8) Mayor: Mayor Fournier reported the Jubilee held on Saturday was amazing.

10. 1) Bucoda/Tenino Healthy Action Team (BTHAT)

2) Solid Waste Advisory Board

3) TCOMM/911

4) Tenino School Board

5) Thurston Regional Planning Council (TRPC)

6) Transportation Policy Board

7) Legislature

3) TCOMM/911: Councilmember O'Callahan reported they received a 2 year grant to continue the Inter City Transit buses. They are also hiring for transit bus drivers, if interested.

PUBLIC COMMENTS 2

None

ANNOUNCEMENTS

Councilmember O'Callahan announced the 1st responder appreciation BBQ is being held on 9/9/2023 at the City park.

Councilmember Gotovac announced the Lions garage sale at the Tenino Elementary School on 7/14-7/16/23, as well as the movie in the park on 7/14/23.

ADJOURNMENT

Mayor Fournier adjourned the meeting at 8:00 pm.

File Attachments for Item:

4. Consent Calendar consisting of July 26, 2023 through August 8, 2023: Payroll EFT's in the amount of \$33,098.70 Claims Checks #31613 through #31615 and EFT's in the amount of \$44,146.58 for a grand total of \$77,245.28

Liquor Cannabis License: Whitewood Cider, Tenino Cannabis Boutique. **Recommended Action:** Move to approve the consent calendar as presented.



Washington State
Liquor and Cannabis Board
PO Box 43098,
Olympia WA 98504-3098, (360) 664-1600

RECEIVED

MAR 12 2023

CITY OF TENINO

MAYOR OF TENINO/CITY OF TENINO
PO BOX 4019
TENINO, WA 98589



**Washington State
Liquor and Cannabis Board**

Olympia WA 98504-3098, (360) 664-1600
www.lig.wa.gov Fax #: (360) 753-2710
PO Box 43098

July 06, 2023

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

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

1) Objection to License Renewal

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

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

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

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

2) Status of License While Objection Pending

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

3) Procedure Following Licensing Division Receipt of Objection

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

4) Procedure if Board Does Not Renew License

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

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

5) Procedure if Board Renews License Over Your Objection

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

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

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation, Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 07/06/2023

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20231031

LICENSEE

BUSINESS NAME AND ADDRESS

LICENSE NUMBER

PRIVILEGES

1. WHITEWOOD LLC

WHITEWOOD CIDER
138 HODGDEN ST N
TENINO

WA 98589 4500

431178

DOMESTIC WINERY < 250,000 LITERS
B/W ON PREMISES ENDORSEMENT



Washington State
Liquor and Cannabis Board
P O BOX 43098

RECEIVED

JUL 12 2023

CITY OF TENINO

MAYOR OF TENINO
PO BOX 4019
TENINO, WA 98589



Washington State
Liquor and Cannabis Board

P O BOX 43098

www.lig.wa.gov Fax #: (360) 753-2710

July 06, 2023

Dear Local Authority:
RE: Cannabis License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of marijuana licensed premises in your jurisdiction whose cannabis licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 69.50.331 (7).

1) Objection to License Renewal

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

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based.
- o You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 69.50.331 (7)(c).

Your letter of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date (WAC 314-55-165). If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If the objection is received within thirty days of the expiration date or the licensee has already renewed the license, the objection will be considered as a complaint and possible license revocation may be pursued by the enforcement division.

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

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent marijuana license is placed on hold.

3) Procedure Following Licensing Division Receipt of Objection

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

4) Procedure if Board Does Not Renew License (WAC 314-55-165 (2)(b))

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their cannabis license. If the licensee makes a timely request for a hearing, we will notify you. The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order. The Board members have final authority to renew the cannabis license and will enter a final

5) Procedure if Board Renews License Over Your Objection (WAC 314-55-165 (2)(a))

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

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

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

C092080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 07/06/2023

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20231231

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. NINE DRAGONS PROJECT LLC	TENINO CANNABIS BOUTIQUE 449 WICHMAN ST S STE A TENINO WA 98589 9376	415484	CANNABIS RETAILER

Consent Calendar July 26, 2023 consisting of:

- **Payroll EFT's and Checks #31613 through #31615 in the amount of \$33,098.70**
- **Claims Checks #31645 through #31673 in the amount of \$44,146.58.**

for a grand total of \$77,245.28

a) Liquor & Cannabis License:

CHECK REGISTER

City Of Tenino

Time: 15:50:47 Date: 08/08/2023

07/26/2023 To: 08/08/2023

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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WE, the members of the City Council of the City of Tenino, Thurston County, Washington, DO
 HEREBY certify that the merchandise or services listed above have been received and that the above
 listed vouchers and the related checks have been reviewed and approved for payment by the Tenino City
 Council.

DATED this _____ day of _____ 2023.

 Clerk/Treasurer

 Mayor

 Councilmember

 Councilmember

 Councilmember

 Councilmember

 Councilmember

CHECK REGISTER

City Of Tenino

Time: 15:50:47 Date: 08/08/2023

07/26/2023 To: 08/08/2023

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2343	08/08/2023	Claims	5	31645	Aldersons	396.08	
2344	08/08/2023	Claims	5	31646	Cintas Corporation	136.21	
2345	08/08/2023	Claims	5	31647	Corporate Payment Systems	1,307.16	
2346	08/08/2023	Claims	5	31648	DPI Legal & Classified Publishing	82.25	
2347	08/08/2023	Claims	5	31649	ERA	672.82	
2348	08/08/2023	Claims	5	31650	Brent L Gibbs	24.86	
2349	08/08/2023	Claims	5	31651	Lindsey Gonia	100.00	
2350	08/08/2023	Claims	5	31652	H D Fowler Co	1,964.29	
2351	08/08/2023	Claims	5	31653	Joe Enbody	1,700.00	
2352	08/08/2023	Claims	5	31654	Joes Refuse	1,325.09	
2353	08/08/2023	Claims	5	31655	Cole Ketcherside	40.00	
2354	08/08/2023	Claims	5	31656	Law Office of Richard L. Hughes PLLC	7,475.00	
2355	08/08/2023	Claims	5	31657	Kamerrer & Bogdanovich P Law, Lyman, Daniel,	12,772.80	
2356	08/08/2023	Claims	5	31658	Mountain Mist Water	36.68	
2357	08/08/2023	Claims	5	31659	Pitney Bowes	64.18	
2358	08/08/2023	Claims	5	31660	Puget Sound Energy	7,288.56	
2359	08/08/2023	Claims	5	31661	Quill	294.25	
2360	08/08/2023	Claims	5	31662	Right Systems Inc	2,156.09	
2361	08/08/2023	Claims	5	31663	Rochester Lumber	23.64	
2362	08/08/2023	Claims	5	31664	Sanders For Port of Olympia	150.00	
2363	08/08/2023	Claims	5	31665	Scheibmeir, Kelly & Nelson PS	1,192.10	
2364	08/08/2023	Claims	5	31666	Skyline Sign & Wrap	307.70	
2365	08/08/2023	Claims	5	31667	Tempo Lake Band LLC	1,000.00	
2366	08/08/2023	Claims	5	31668	Tenino Chamber Of Commerce	900.00	
2367	08/08/2023	Claims	5	31669	Tenino Telephone Co	1,816.02	
2368	08/08/2023	Claims	5	31670	Hayley Tresenriter	300.00	
2369	08/08/2023	Claims	5	31671	Uline	447.38	
2370	08/08/2023	Claims	5	31672	Utilities Underground Location	11.61	
2371	08/08/2023	Claims	5	31673	Wilson Parts Corporation	161.81	

001 General Government Fund #001	47,975.14
002 Quarry Pool Fund #002	1,300.86
101 City Street Fund #101	4,532.49
310 Municipal Capital Imp Fund 310	3,095.81
330 Inter Governmental Fund	219.61
401 Water Fund	7,184.05
410 Sewer Fund	12,937.32

77,245.28	Claims:	44,146.58
	Payroll:	33,098.70

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2162	08/05/2023	Payroll	5	EFT	Robert A Auderer	2,538.53	
2163	08/05/2023	Payroll	5	EFT	Veronica A Barnes	1,753.08	
2164	08/05/2023	Payroll	5	EFT	Cassie Cannon	379.47	
2165	08/05/2023	Payroll	5	EFT	Troy LK Cannon	2,823.01	
2166	08/05/2023	Payroll	5	EFT	Rene Durand	1,967.52	
2167	08/05/2023	Payroll	5	EFT	Brent L Gibbs	2,748.55	
2168	08/05/2023	Payroll	5	EFT	Chloe C Henry	236.77	
2169	08/05/2023	Payroll	5	EFT	Drew Johnson	2,495.62	
2171	08/05/2023	Payroll	5	EFT	Aaron Lee	1,984.86	
2172	08/05/2023	Payroll	5	EFT	Alec C McClelland	2,029.77	
2173	08/05/2023	Payroll	5	EFT	Cole Plaja	1,795.37	
2174	08/05/2023	Payroll	5	EFT	Jason M Plaja	2,785.82	
2176	08/05/2023	Payroll	5	EFT	Jessica Reeves-Rush	1,419.78	
2177	08/05/2023	Payroll	5	EFT	Maria Rodriguez	2,034.72	
2178	08/05/2023	Payroll	5	EFT	Jennifer N Scharber	2,285.63	
2179	08/05/2023	Payroll	5	EFT	Courtney N Sheldon	1,169.51	
2182	08/05/2023	Payroll	5	EFT	Rachel L Davidson	91.17	
2183	08/05/2023	Payroll	5	EFT	Wayne R Fournier	1,297.13	
2184	08/05/2023	Payroll	5	EFT	Linda Gotovac	136.75	
2185	08/05/2023	Payroll	5	EFT	Effie E Klamn	182.34	
2186	08/05/2023	Payroll	5	EFT	Jason A Lawton	91.17	
2187	08/05/2023	Payroll	5	EFT	John J O'Callahan	227.92	
2170	08/05/2023	Payroll	5	31613	Ross H Kershaw	236.77	
2175	08/05/2023	Payroll	5	31614	Noah Pye	150.67	
2180	08/05/2023	Payroll	5	31615	Ronin Wachter-Parent	236.77	
2314	08/08/2023	Claims	5	31616	Aldersons		printed on check upside down
2315	08/08/2023	Claims	5	31617	Cintas Corporation		printed on check upside down
2316	08/08/2023	Claims	5	31618	Corporate Payment Systems		printed on check upside down
2317	08/08/2023	Claims	5	31619	DPI Legal & Classified Publishing		printed on check upside down
2318	08/08/2023	Claims	5	31620	ERA		printed on check upside down
2319	08/08/2023	Claims	5	31621	Brent L Gibbs		printed on check upside down
2320	08/08/2023	Claims	5	31622	Lindsey Gonia		printed on check upside down
2321	08/08/2023	Claims	5	31623	H D Fowler Co		printed on check upside down
2322	08/08/2023	Claims	5	31624	Joe Enbody		printed on check upside down
2323	08/08/2023	Claims	5	31625	Joes Refuse		printed on check upside down
2324	08/08/2023	Claims	5	31626	Cole Ketcherside		printed on check upside down
2325	08/08/2023	Claims	5	31627	Law Office of Richard L. Hughes PLLC		printed on check upside down
2326	08/08/2023	Claims	5	31628	Kamerrer & Bogdanovich P Law, Lyman, Daniel,		printed on check upside down
2327	08/08/2023	Claims	5	31629	Mountain Mist Water		printed on check upside down
2328	08/08/2023	Claims	5	31630	Pitney Bowes		printed on check upside down
2329	08/08/2023	Claims	5	31631	Puget Sound Energy		printed on check upside down
2330	08/08/2023	Claims	5	31632	Quill		printed on check upside down
2331	08/08/2023	Claims	5	31633	Right Systems Inc		printed on check upside down
2332	08/08/2023	Claims	5	31634	Rochester Lumber		printed on check upside down
2333	08/08/2023	Claims	5	31635	Sanders For Port of Olympia		printed on check upside down
2334	08/08/2023	Claims	5	31636	Scheibmeir, Kelly & Nelson PS		printed on check upside down
2335	08/08/2023	Claims	5	31637	Skyline Sign & Wrap		printed on check upside down
2336	08/08/2023	Claims	5	31638	Tempo Lake Band LLC		printed on check upside down
2337	08/08/2023	Claims	5	31639	Tenino Chamber Of Commerce		printed on check upside down
2338	08/08/2023	Claims	5	31640	Tenino Telephone Co		printed on check upside down
2339	08/08/2023	Claims	5	31641	Hayley Tresenriter		printed on check upside down
2340	08/08/2023	Claims	5	31642	Uline		printed on check upside down
2341	08/08/2023	Claims	5	31643	Utilities Underground Location		printed on check upside down
2342	08/08/2023	Claims	5	31644	Wilson Parts Corporation		printed on check upside down

File Attachments for Item:

5. ILA Rainier for rental of Street Sweeper/Vactor Truck. This ILA will allow City of Rainier to rent the City of Tenino's Sweeper and Vactor Truck.

Recommended Action: Motion to approve ILA between Tenino and Rainier for Street Sweeper and Vactor Truck

INTERLOCAL AGREEMENT FOR SERVICES RELATING STREET SWEEPING BETWEEN THE CITY OF RAINIER AND THE CITY OF TENINO

THIS AGREEMENT dated this _____ day of _____ 2023, is made between the CITY OF RAINIER, a Washington Municipal Corporation (hereinafter referred to as "Rainier") whose address is 102 Rochester St, Rainier, WA, 98576, and the CITY OF TENINO, a Washington Municipal Corporation (hereinafter referred to as "Tenino") whose address is 149 Hodgden St. South, Tenino, WA 98589.

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that benefits each party to an agreement; and

WHEREAS, pursuant to RCW 39.34.080 each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives, and responsibilities of the contracting parties, and,

WHEREAS, the jurisdictional boundaries of Tenino and Rainier are located in close proximity;

WHEREAS, Tenino has in its employ a street sweeper and vector truck, as well as staff to operate these vehicles, and is willing to contract with Rainier to provide such services;

WHEREAS, Rainier desires to contract with Tenino to obtain street sweeping and vector truck services;

WHEREAS, such a contract between Tenino and Rainier would mutually benefit the respective municipalities;

NOW THEREFORE, in consideration of the mutual benefits to be received, and in consideration of the following terms and conditions, the parties agree as follows:

1. **SCOPE OF SERVICES.** Tenino promises to:
 - A. Provide street sweeping services upon request by Rainier under the following conditions: Rainier must provide at least two weeks written notice and a list of streets to sweep, a place to dump and location for cleaning vehicle that includes water and hose at no charge to Tenino.
 - B. Provide vector truck services upon request by Rainier under the following conditions: Rainier must provide at least two weeks written notice and a list of streets to sweep, a place to dump and location for cleaning vehicle that includes water and hose at no charge to Tenino.
 - C. Tenino may decline a request for services in its sole discretion if it determines its own need for such services is a higher priority, which shall not be considered a breach of this agreement.

2. **CONSIDERATION.** In consideration of the services to be provided by Tenino herein, Rainier promises to pay Tenino:

A. Street Sweeping Services: One hundred 160 Dollars (\$160.00) per hour which includes operator time.

Vactor Truck Services: One hundred eighty dollars (\$180.00) per hour which includes operator time.

Emergency Vactor Truck Services (any services provided with less than two weeks' notice): Three hundred sixty dollars (\$360) per hour which includes operator time.

Tenino shall send invoices monthly showing the total number of services hours and the type of services provided. Rainier shall promptly tender payment to Tenino monthly in accordance with Rainier's normal accounting and payment process. Tenino may adjust its hourly rate for services upon 60 day's written notice.

B. **TERM OF AGREEMENT.** Tenino or Rainier may terminate this Agreement at any time, for any reason, without cause, by tendering at least thirty (30) days' written notice of the same.

C. **PERSONNEL.** Rainier and Tenino agree that:

A. Control of the Operator and of other personnel, standards of performance, discipline and all other aspects of employee performance provided, shall be governed entirely by the Mayor of the City of Tenino who shall be the Administrator.

B. All persons rendering service hereunder shall be considered employees of the City of Tenino.

C. All liabilities for salaries, wages, overtime, or other compensation, injury, sickness, or other personnel related matter shall be that of Tenino.

D. In the implementation of this Agreement, Tenino will be responsible for its acts and for the acts of its agents and employees, and Tenino shall defend, hold harmless, and indemnify Rainier from and against all claims, suits, or other actions to the extent of Tenino's negligence arising as a result of its performance under this agreement.

E. The Mayor of Rainier, or such other designated person, may have direct contact with the operator regarding services, but may not supervise or otherwise direct the work of Tenino employees.

D. **INDEMNITY.** Rainier will be responsible for its acts and for the acts of its agents and employees. Provided, Rainier shall not be liable for compensation or indemnity to any

Tenino employee for injury or sickness arising out of his or her employment with Tenino, or by reasons of the performance of any of the services provided herein.

E. RECORDING. Pursuant to Chapter 39.34 RCW, Rainier shall cause this Agreement to be recorded with the Thurston County Auditor’s Office, or, alternatively, listed by subject on a each party’s web site or other electronically retrievable public source after all parties have fully executed.

F. NO SEPARATE LEGAL ENTITY CREATED. This Agreement creates no Joint Board and no separate legal entity.

G. DISPUTE RESOLUTION. In the event of a dispute between the Parties with respect to this Agreement, the Parties shall first seek resolution through mediation on terms and conditions agreed to in writing or, in the event the Parties do not reach such agreement, through the Dispute Resolution Center of Thurston County. Each Party will bear its own costs and fees for mediation, including one half of the mediation service provider cost. Mediation shall be required prior to any suit being filed by a Party arising out of this Agreement.

H. NOTICE. Unless otherwise stated herein, any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested, or by fax to the party at that party’s address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Executed this ____ day of August, 2023:

CITY OF TENINO

Wayne Fournier, Mayor

Approved as to form:

Richard L. Hughes, City Attorney

CITY OF RAINIER

Robert Shaw, Mayor

Approved as to form:

[name], City Attorney

6.

File Attachments for Item:

6. Tenino Community Service Center Lease, this will extend the 1-year lease to 5-years.

Recommended Action: Motion to approve extended lease.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of August, 2023, by and between **CITY OF TENINO, WASHINGTON, a municipal corporation**, hereinafter referred to as "Lessor", and **Tenino Food Bank, a Washington non-profit corporation**, hereinafter referred to collectively as "Lessee".

WHEREAS, Lessor has property located in Tenino, Washington, which is suitable to serve as a storage facility and distribution facility for food for the less fortunate and otherwise needy population of Tenino, Washington; and

WHEREAS, Lessee is qualified, able, and ready to serve as the provider of food and other needs involved in the operation of a food bank in Tenino, Washington; and

WHEREAS, the parties desire to execute a lease for the use of property of Lessor for the food bank services needed in the greater Tenino area; now, therefore,

IN CONSIDERATION of the above-referenced recitals and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor, for and in consideration of the rentals hereinafter provided and the covenants and agreements herein contained, hereby lets, demises, and leases unto the Lessee, and the Lessee does hereby rent and lease from Lessor, that certain real property commonly known as 748 Sussex Avenue West, Tenino, Thurston County, Washington (PARCEL 74901501000, SNYDER & STEVENS LOT 10 BLK 15).

1. **Term.** The term of this Lease Agreement shall commence the 1st day of August, 2023, and terminate on the 31st day of December, 2028, unless otherwise terminated as provided herein. Lessee, at their option, shall have the right to renew and extend this Lease Agreement annually for five-year periods from and after the 31st day of December, 2028; provided,

however, notice of its intention to so renew and extend this Lease shall be given to Lessor in writing within ninety (90) days before the termination of the then-existing Lease term. In the event Lessee elects to renew and extend the term of this Lease Agreement as herein provided, the terms of this Lease, with the exception of the monthly rent, shall remain the same and in full force and effect during the extended term of this Lease Agreement. The rental rate to be paid under the terms of any extension or renewal hereof may be renegotiated at the request of Lessor, for any such renewal or extension term.

2. **Rent.** Each Lessee shall pay to Lessor the sum of Eight Hundred Seventy Dollars (\$870.00) per quarter as and for the rental of said premises, said rent to be paid in advance on the first day of each quarter. This will be reevaluated annually as costs of utilities and other building related expenses increase and at the discretion of Lessor, may be increased upon 60 days written notice. In addition thereto, Lessee shall pay all leasehold excise tax and all premiums for public liability and extended coverage insurance for said premises. Rent for any succeeding term hereof, if applicable, shall be renegotiated effective as of the first day of each new term. All rental payments shall be paid to Lessor at Lessor's address last known by Lessee.

3. **Limitation of Liability.** Lessee accepts the demised premises and building thereon in their present condition. Lessor agrees to repair and maintain the same in their present condition at its expense. Lessee agrees to immediately notify Lessor of any maintenance requirement. In the event Lessor is not notified immediately of any maintenance requirement, Lessor shall not be liable for any damages occasioned by failure to keep the premises in repair and shall not be liable for any damage done or occasioned by plumbing, electric wiring fixtures, gas, water, or other pipes or sewage or the bursting or leaking thereof, or for damages occasioned

by water, snow, or ice being upon or coming through the roof, doors, or other parts of the premises.

4. **Alterations and Repairs by Lessee.** Lessee may at their expense make such alterations and repairs to the demised premises as may be required for the purposes of their respective business; provided, however, that any change in the present floor plan shall at the option of Lessor promptly be restored by Lessee to its condition at the beginning of this Lease at the expense of Lessee, such option of Lessor to be exercised by a notice in writing to Lessee not later than thirty (30) days after the expiration of this Lease.

5. **Lessee's Right to Remove Fixtures.** Lessee shall have the right to remove from the leased premises all machinery, apparatus, and equipment installed by Lessee therein, whether or not such machinery, apparatus, and equipment be attached to the real estate, excepting that such right of removal shall not apply to any machinery, apparatus, or equipment paid for in whole or in part by Lessor, and provided that on the date of the termination of this Lease, Lessee shall restore and repair any damage to the demised premises caused by the removal of such machinery, apparatus, and equipment.

6. **Insurance.** Lessee shall at all times keep the leased premises insured for fire, extended coverage, and public liability insurance for personal injury and property damage in a single limit of not less than One Million Dollars (\$1,000,000).

7. **Liability.** In no event shall Lessor be liable for any accident or injury to any goods, property, or person whomsoever occurring in or about the leased premises, including any that may be caused by any defects now in the premises or hereafter occurring therein, or any part or appurtenance thereto. Lessee shall defend, indemnify, and hold Lessor and each other harmless from any and all damages, costs, attorney's fees, claims, demands, and expenses of any

and every kind and nature whatsoever occasioned by bodily injury, death, sickness, disease, and property damage for loss of use thereof which shall arise or be sustained in connection with Lessee' use and occupation of leased premises. Lessor shall not be liable or responsible to any person or persons whomsoever for any damage to persons or automobiles, goods, wares, or merchandise or other property in or upon or about the premises caused or occasioned by fire, earthquake, Acts of God, or other casualties, civil riot, or war, or the breaking, overflowing, or leaking of roofs, pipes, or walls of any building or improvements, or for any damage suffered by any act or conduct whatsoever.

8. **Hazardous Materials.** Lessee shall keep the leased real property free of hazardous materials, wastes, or substances as the same are now defined or regulated by the federal Environmental Protection Agency or the Washington State Department of Ecology, and Lessee agrees to save, defend, indemnify, and hold Lessor and each other harmless from any and all claims for investigation, damages, or cleanup of industrial waste or hazardous materials, wastes, or substances located upon the leased real property other than any such materials or substances as may be in existence as of commencement of the lease term. This indemnification shall include the payment of all investigation and response costs, as well as all other costs incurred by Lessor, including, but not limited to, attorney's fees.

9. **Rules and Regulations.** Lessee shall faithfully observe and comply with the rules and regulations which from time to time are promulgated by mutual agreement of the parties. Additions and modifications to said rules may be made from time to time by mutual agreement of the parties. The additions and modifications to those rules shall be binding upon Lessee upon receipt of a copy of them. Lessor shall not be responsible to Lessee for nonperformance of any of the rules by other tenants or occupants. Lessee shall have the right to

seek enforcement of the Rules and Regulations in Lessor's place and stead in the event of violation thereof by other tenants or occupants.

10. **Subletting and Assignment.** Lessee shall not sublet the premises or any part thereof or assign this Lease without the prior written consent of Lessor.

11. **Default and Termination.** In the event either of the Lessee shall default in the performance of any of the covenants and agreements herein contained, or in the payment of rent as herein required, Lessor may terminate and cancel this Lease upon giving Lessee written notice of such default not less than thirty (30) days prior to the effective date of such termination. In the event either Lessee fails to cure the default within said 30-day period, Lessor may re-enter and take possession of the leased premises. Notwithstanding any other provision herein, any party hereto may terminate and cancel this Lease Agreement upon giving the other party written notice of such termination not less than thirty (30) days prior to the effective date thereof.

12. **Attorney's Fees.** If, by reason of any default hereunder, it is necessary for either party to employ an attorney, the defaulting party shall pay all costs, expenses, and reasonable attorney fees expended or incurred in connection therewith.

13. **Notices.** All notices given by the parties shall be in writing and either served personally or sent by mail to the address of Lessor or Lessee indicated at their signature blocks below, or such other place as the other party may be notified in writing. Notices are deemed effective on the date mailed or personally delivered.

14. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

EXECUTED IN DUPLICATE on the date and year first above written.

CITY OF TENINO, WASHINGTON

By _____
Wayne Fournier, Mayor
City of Tenino
P.O. Box 4019
Tenino, WA 98589

LESSOR

TENINO FOOD BANK

By: _____
Name: Jody Stoltz
Title: Executive Director
Address: 224 Sussex Ave. E.
Tenino, Washington 98589

LESSEE

File Attachments for Item:

7. Resutek foundation, Tenino Lions Club and Tenino Eagles are sponsoring free Movies in the Park this summer, they are requesting for the fee to be waived for these 4 movies showings.

Recommended Action: Motion to approve waiving fees for these events.

Hello, Tenino City Council

My name is Nikkolas Resutek and together with my nonprofit The Resutek Charity Foundation, The Tenino Lions and The Tenino Eagles are putting on FREE movies in the park for the betterment of the community. The dates are June 23rd, July 14th, August 25th and September 1st. The cost of doing each movie is already about \$700 per showing. I would sincerely and greatly appreciate a waiver of the park use fee for these events. Please let me know if you have any questions or concerns related to this matter.

Sincerely, Nikk Resutek

360.789.7929

nikkolasdresutek@gmail.com

File Attachments for Item:

8. Cyber Audit with SAO. This Audit is a no cost from the SAO but there will be some expense on the IT side, We have applied for a grant to cover this cost, if that grant is not awarded we may be able to use to Loss Prevention Grant.

Recommended Action: Motion to approve Cyber Audit



Office of the Washington State Auditor

Pat McCarthy

June 6th, 2023

City of Tenino
149 Hodgden St. S.
Tenino, WA 98589

We are pleased to confirm that the Office of the Washington State Auditor (SAO) will conduct an information technology (IT) security audit for and at the request of the City of Tenino. This letter confirms the nature and limitations of the audit, as well as responsibilities of the parties and other engagement terms.

Our responsibilities

We will perform our IT security audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance that evidence is sufficient and appropriate to support the findings and conclusions.

Your responsibilities

The City of Tenino is responsible for the design, implementation and maintenance of internal controls relevant to the city's IT policies and processes.

You, or the person you assign, will provide the information we need for performing the audit. You are also responsible for the accuracy and completeness of that information. You will need to tell us about any documents, records, files or data that contains information covered by confidentiality or privacy laws (such as information regarding IT infrastructure and security of computer and telecommunications systems, HIPAA, CJIS, or Payment Card Industry (PCI) data). When information is transmitted electronically, you will need to use secure communication methods; our audit team can give you access to our secure file transfer system.

Working with subject matter experts

We will be working with subject matter experts during this audit. We are responsible for directing the scope of their work and receiving their work products. We will give you the results of their work in unaltered form to ensure clear communication, and you will have direct access to them during the audit so you can clarify audit results. Members of the audit team will participate in or be present when the subject matter experts are conducting their work and during all communications.

Audit scope, objectives and methodology

Scope

The audit will assess the extent to which the city's IT security programs, including their implementation and documentation, align with selected *Center for Internet Security (CIS) Controls* and their supporting sub-controls. This audit will not assess the city's alignment with federal or state special data-handling laws or requirements.

Objectives

To help the city protect its IT systems and secure the data it needs to operate, we will conduct a performance audit designed to identify opportunities to improve IT security. This audit will answer the following questions:

- Does the city have vulnerabilities in its IT environment that could lead to increased risk from external or internal threats?
- Do the city's IT security practices align with selected security controls?

Methodology

To answer the audit objectives, we will compare the city's IT security programs to selected leading practices and conduct limited technical testing on the city's internal network to determine alignment with specific controls.

Vulnerability Testing

To determine if the city has vulnerabilities in its IT environment we will conduct limited technical testing and analysis of select portions of the city's internal network using automated tools configured and ran by our SAO IT security specialists. Additionally, our contracted subject matter experts will be performing penetration testing. This includes identifying vulnerabilities and assessing them to determine whether they could be exploited.

Comparing the city's IT security programs to leading practices

To determine how closely the city's IT security practices align with leading practices we will review IT security policies and procedures, interview key IT staff, and collect evidence to confirm the implementation of controls through screen shots or observations of security practices and settings. We will also conduct limited technical analysis of the city's systems.

We will use selected controls from the *CIS Controls, version 8*, as our criteria to assess the city's IT security programs and to identify areas that could be improved.

Audit costs and timeline

The City of Tenino will not be charged for the work performed in this audit. In an effort to balance a high demand for these audits with our limited resources, the city will be provided an audit start date upon completion of this engagement letter. We expect the duration of this work to take approximately 9 months, subject to the timeline conditions noted. We will discuss changes to the timeline in our regular communications with you and we ask that you communicate any scheduling restrictions to our team as well.

This audit work will take place in six phases:

1. Information request: Once we receive your signed copy of this engagement letter, and as we approach the start date, we will schedule a kick-off meeting. We will introduce the audit team, and give you a list of the materials we need from you to begin our planning work, including questionnaires addressing specific areas of IT security at the City of Tenino. If necessary, we can help you decide who should fill in the questionnaires; you can also use the questionnaires to describe any requested information that is not available.

2. Audit planning and scoping: As soon as we receive the requested materials and the questionnaires, we will begin planning the audit which will include remote meetings to learn more about your government. The planning and scoping phase will be complete when we mutually finalize and sign the rules of engagement documents, which includes the timeline for vulnerability testing.

3. Vulnerability Testing: This testing is performed by SAO's security team for the purpose of identifying internal network vulnerabilities and other areas for security improvement. Testing usually begins about two weeks after the rules of engagement are signed. Testing will take place on-site or via remote means, and generally takes one to two weeks on-site or remote. Off-site analysis takes about four to eight additional weeks after the completion of core work. We expect to deliver detailed results to Jen Scharber between eight and ten weeks after the core work has been completed.

4. Controls Assessment: Control assessment work starts a couple weeks after the core work of vulnerability testing has been performed. The initial step is to perform assessment interviews regarding all in-scope controls that are being assessed. This generally takes place in one or two weeks and consists of four on-site or remote interviews, each lasting about 2 hours. Evidence is then gathered over the following six to eight. We expect to deliver detailed results to Jen Scharber between ten and twelve weeks after the interview work has been completed.

5. Penetration Testing: This testing is performed by a third-party vendor and consists of detailed internal and external testing on specific applications and systems. Testing usually begins about two weeks after the rules of engagement are signed. Testing will take place on-site or via remote means, and generally takes two to three weeks to fully complete. Off-site analysis takes about four additional weeks after the completion of on-site work. We expect to deliver detailed results to Jen Scharber between four and eight weeks after the on-site work has been completed.

6. Exit, reporting and public hearing: Once all core work is completed, we will prepare a confidential results briefing document and provide it to Jen Scharber. We will then schedule an exit conference with you to discuss the audit results. The city will also have the option to hold an Executive Session to brief those charged with governance of the audit results. If the city chooses to not hold an Executive Session to review the confidential results we will request that Jen Scharber brief the appropriate individual(s) charged with governance on the audit results (report) and confirm in writing when the briefing has been completed.

This audit is one in a series of audits that will be publicly reported to the State Joint Legislative Audit & Review Committee (JARC). The city will not be named in this report and all information shared

will be aggregated and anonymized. We will inform the city when this report has been published and when the hearing will take place with JLARC.

Expected communications

During the course of the audit, we will communicate with Jen Scharber, within 24 hours of detecting a risk we, or our subject matter experts, consider critical.

During the testing phase of the audit, we will communicate weekly on the audit status, any significant changes in our planned audit scope or schedule, and preliminary results or recommendations as we develop them.

It is the responsibility of Jen Scharber to provide regular feedback on issues that might affect the audit timeline or expected resolution of critical risks. We expect Jen Scharber will also keep us informed of any other concerns or problems that come to the city’s attention during the audit.

Subsequent reference, if any, to the City of Tenino’s IT security audit will only refer to local government IT audits in the aggregate and will not disclose the city’s name without approval by the city.

By signing and returning this letter you acknowledge that the foregoing is in accordance with your understanding. Please contact us with any questions.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Sincerely,

Erin Laska *Date*
IT Audit Cybersecurity Audit Manager
Washington State Auditor’s Office

Client Response:

This letter correctly sets forth our understanding.

Wayne Fournier *Date*
Mayor
City of Tenino

9.

File Attachments for Item:

9. JBM Mechanical Agreement.

Recommended Action: Motion to approve agreement between City of Tenino and JBM Mechanical.

JBM MECHANICAL

1816 Shanrock Drive Centralia, Washington 98531

Heating - Air Conditioning - Refrigeration - Commercial Cooking Equipment

HVAC MAINTENANCE AND SERVICE AGREEMENT

This agreement is between JBM MECHANICAL and CITY OF TENINO, located at 149 South Hodgden St. Tenino, Washington 98589.

Terms and Conditions

JBM MECHANICAL shall provide quarterly preventative maintenance inspections on all City of Tenino locations' hvac and selected refrigeration equipment as outlined below:

- Adjust any controls necessary
- Clean & sanitize air exchange coils
- Replace air filters
- Oil all motors & clean all condensers
- Check all units for burnt or loose connectors
- Check all units for proper operation
- Sanitize & clean all evaporator drains & pans
- Check all units for proper refrigerant charge
- Test unit in heating and cooling mode
- Clean and adjust burner assemblies
- Inspect belts on exhaust fans & hvac equipment
- Check units for any gas leaks
- Clean and adjust the pilot lights
- Clean and examine the heat exchangers
- Lubricate all bearings
- Change thermostat batteries – if needed

Exclusions

This agreement does not cover duct work, structural supports, or sheet metal components, which may deteriorate due to corrosion or rust. In addition, this agreement does not cover any repair work required due to sabotage, fire, flood, acts of God, corrosion, shortage of electrical or water supply, or damage caused by freezing.

Insurance Coverage

JBM MECHANICAL shall provide general liability insurance, with City of Tenino listed as additionally insured, a copy of which will be forwarded to customers to provide proof of coverage.

Equipment Covered

All units listed on the attached Schedule A equipment list are covered under this agreement.

Service Calls Other Than Maintenance

A technician will be on site the same day (Monday through Friday) for any emergency service call placed before 3pm. Calls placed after 3pm will be included on the following days schedule. Service/Repair labor during regular business hours will be billed at \$110.00 per hour.

After-Hour Emergency Service

An on-call technician will be available for any after-hours emergency repair needs. The after-hours labor rate will be billed at \$165.00 per hour, 2-hour minimum charge.

Parts Not Covered Under Full-Service Agreement

Any parts needing replacement and not covered under this agreement will be submitted in writing for City Management approval prior to completion of repair.

Total Quarterly Price per Location: See Attached Department List

By: _____ Date: _____
City of Tenino

By: _____ Date: _____
JBM Mechanical

File Attachments for Item:

11. CERB Grant/Funding. Terms have been reviewed by City Attorney.

Recommended Action: Motion to approve CERB Funding

11.

Washington State
Community Economic Revitalization Board

Initial Offer of Financial Aid

City of Tenino

Federal Tax Number: 91-6001514

Offer Date: July 20, 2023

The Community Economic Revitalization Board (CERB) is authorized by chapter 43.160 RCW to provide funds to political subdivisions to assist in financing the cost of certain public facilities. This Initial Offer of Financial aid is contingent upon the availability of CERB funds. CERB hereby offers to make funds available to the **City of Tenino**, hereafter referred to as the "Contractor," in order to aid in financing the cost of, or improvements to, public facilities consisting of **Southwest Washington Agricultural Business and Innovation Park Project** as described in the application (hereafter collectively referred to as the "Project").

This offer consists of:

- General Obligation loan of \$1,125,000
- Interest rate: 2.0 percent (%) per annum on the outstanding principal balance
- Term: 20 years maximum, with a deferral until July 31, 2025
- Grant of \$375,000

This offer is subject to completion of pre-contract conditions, as described in Attachment A.

A final contract shall be developed by CERB prior to disbursement of funds. No project costs incurred prior to this offer date will be reimbursed by CERB. In the event a final contract is not executed, no CERB funds will be disbursed.

If accepted, this Initial Offer of Financial Aid must be signed and returned to CERB by **September 5, 2023**.

ACCEPTANCE

FOR CERB

FOR THE CONTRACTOR

Michael Echanove, Chair
Community Economic Revitalization Board

Wayne Fournier, Mayor
City of Tenino

Date: _____

Date: _____

Certificate Of Completion

Envelope Id: 46D2B9D758F44E0989A96615425D8ED8	Status: Sent
Subject: Complete with DocuSign: Tenino, City of - CERB IOFA - S23-790A0-269.pdf	
Division:	
Local Government	
Program: CERB	
ContractNumber: S23-790A0-269	
DocumentType:	
Other	
Source Envelope:	
Document Pages: 1	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Barbara Smith
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1011 Plum Street SE
	MS 42525
	Olympia, WA 98504-2525
	barbara.smith@commerce.wa.gov
	IP Address: 198.239.106.206

Record Tracking

Status: Original	Holder: Barbara Smith	Location: DocuSign
7/25/2023 3:04:23 PM	barbara.smith@commerce.wa.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington State Department of Commerce	Location: DocuSign

Signer Events

Wayne Fournier	Signature	Timestamp
wfournier@cityoftenino.org		Sent: 7/25/2023 3:06:28 PM
Mayor		
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
 Accepted: 9/2/2022 10:02:14 AM
 ID: 525d7fbd-5515-48d3-8f0b-684ed79f2491

Michael Echanove
 Echanove@palouse.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 7/31/2023 8:57:49 AM
 ID: 2eb60700-957d-4ca5-b716-fdefd9c29f39

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Jen Scharber	COPIED	Sent: 7/25/2023 3:06:27 PM
jscharber@cityoftenino.org		Viewed: 8/4/2023 11:19:12 AM
Security Level: Email, Account Authentication (None)		

11.

En Copy Events

Status

Timestamp

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

7/25/2023 3:06:27 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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- You can access and read this Electronic Record and Signature Disclosure; and
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File Attachments for Item:

12. Resolution 2023-05 Amending the Duty Differential on the Salary Schedule

Recommended Action: Motion to approve Resolution 2023-05

Resolution 2023-05 Amending the Duty Differential on the Salary Schedule

WHEREAS, the City Council has reviewed the changes set forth below,

WHEREAS, the City Council acknowledges the overall budget will not change.

WHEREAS, the City of Tenino is amending Duty Differential for the Wastewater Treatment Plant Operator Certified levels. This Amendment does not Change the Salary Schedule.

WHEREAS, the changes in duty differential approved in this resolution will be memorialized in city pay scales which are published in the city's annual budget.

- Level 1 from \$100 to \$800
- Level 2 from \$200 to \$900
- Level 3 from \$300 to \$1,000

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TENINO, WASHINGTON, that the following changes are hereby amended and adopted as the 2023 Salary Schedule for the City of Tenino unless superseded by action of the City Council.

THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AND DECLARES that the above-described rate plan serves the City of Tenino.

Dated this ____ day of August, 2023

Wayne Fournier, Mayor

ATTEST:

APPROVED AS TO FORM:

Jen Scharber, Clerk Treasurer

Richard L. Hughes, City Attorney