

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, April 13, 2021 at 7:00 PM

Agenda

WORK SESSION

- [1.](#) Aslan Mead will discuss and present SW WA Agricultural Business & Innovation Park – Funding Mechanisms
2. Isaac Ruiz & Josh Johnson 5-10 Minutes

CALL TO ORDER

Agenda for the Regular Meeting of the 4/13/21.

Recommended Action: Motion to approve the agenda as presented.

Recommended action: Move to approve the Minutes of the March 23, 2021, Regular Meeting of the Tenino City Council as presented.

- [3.](#) Minutes of the regular City Council Meeting 3/23/2021

Recommended Action: Move to approve the minutes of the 3/23/21 Regular Council Meeting as presented.

Consent Calendar

- [4.](#) **Consent Calendar consisting of March 24, 2021 through April 13, 2021:**

Payroll EFT's and check #29791 in the amount of \$30,543.10

Claims Checks #29792 through #29831 and EFT's in the amount of \$84,847.01

for a grand total of \$115,390.11

Liquor and Cannabis License Applications/ Renewals: None

Recommended Action: Motion to approve the consent calendar.

EXECUTIVE SESSION

- [5.](#) Ruiz & Smart Settlement Agreement

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

6. Duncan Green proposes a proclamation in support of May 2021 as Bicycle Commuter Month.

Recommended Action: Move to approve the proclamation as presented.

OLD BUSINESS

NEW BUSINESS

7. Review Solid Waste Management Plan- Mayor Fournier will lead discussion.

Recommended action: Motion to approve in resolutions

RESOLUTIONS

8. Review and Accept Solid Waste Management Plan

Recommended Action: Approve solid waste management plan.

9. **Recommended Action:** Authorize Settlement Agreement

ORDINANCES

REPORTS

10. 1) Chamber of Commerce

2) Economic Development Council (EDC)

3) Experience Olympia & Beyond (VCB)

4) Fire District #12

5) Library

6) Museum

7) Tenino Community Service Center

11. 1) ARCH Commission

2) Civil Service Commission

3) Façade Improvement Grant Review Committee

4) Finance Committee

5) Planning Commission

6) Public Safety Committee

12. 1) Chief of Police

2) Director of Public Works

3) City Planner/Building Official

4) City Attorney

5) Clerk/Treasurer

6) Mayor

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

2) Community Investment Partnership (CIP)

3) Solid Waste Advisory Board

4) South Thurston Economic Development Initiative (STEDI)

5) TCOMM/911

6) Tenino School Board

7) Thurston Regional Planning Council (TRPC)

8) Transportation Policy Board

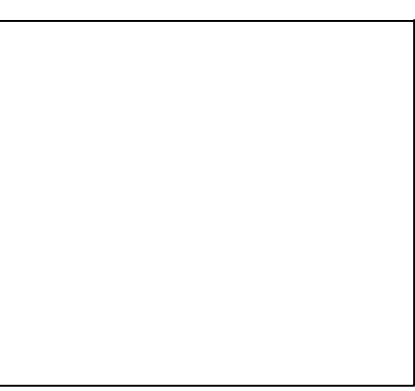
PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

1. Aslan Mead will discuss and present SW WA Agricultural Business & Innovation Park – Funding Mechanisms

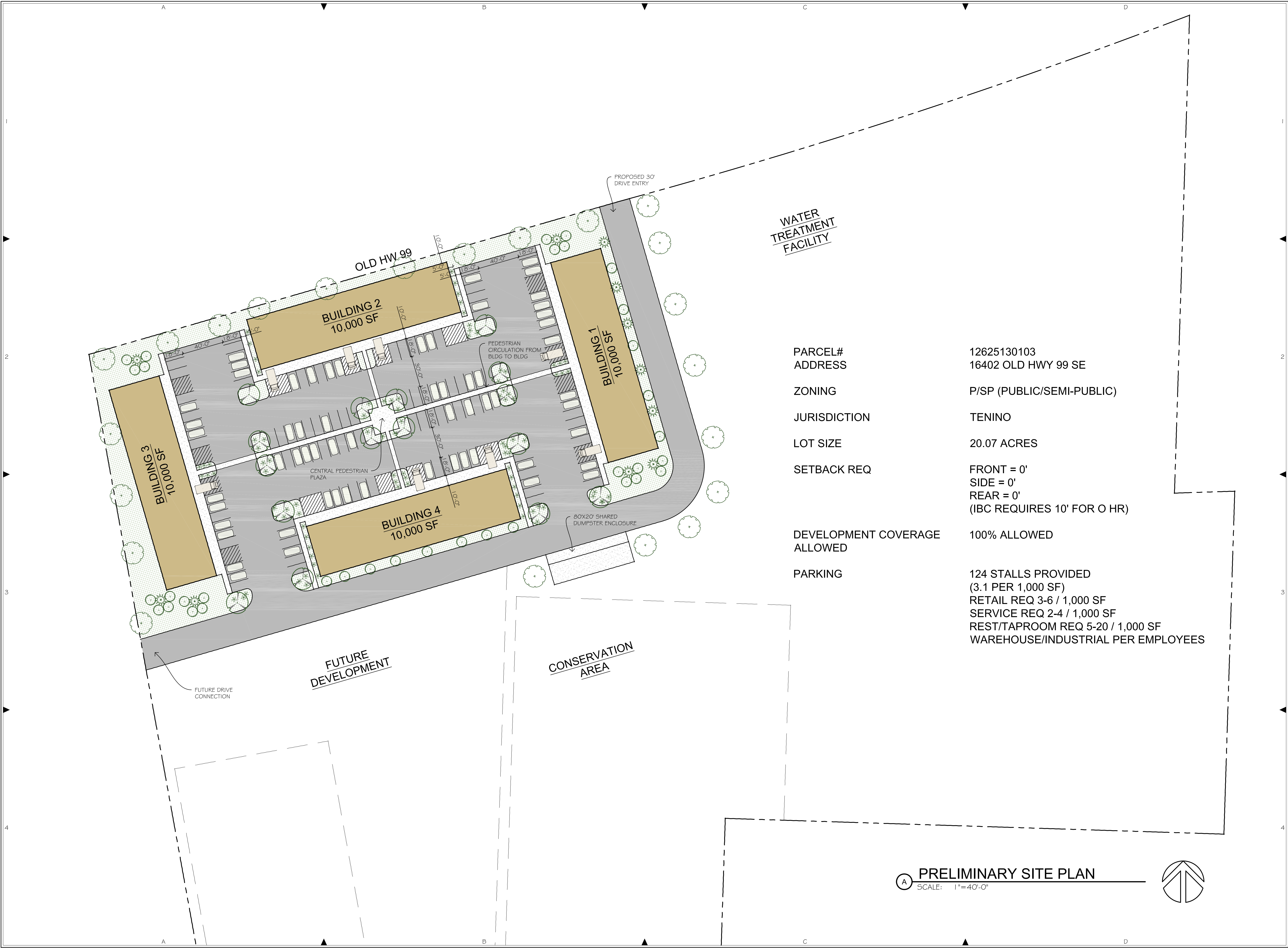


NO.	DATE	REVISION

AGRICULTURAL BUSINESS & INNOVATION PARK - BUILDING 1
 16402 OLD HWY 99 SE

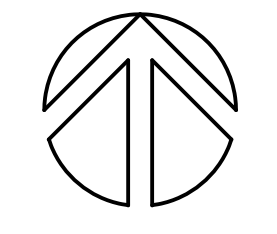
PROJECT NUMBER:	
DATE:	2.26.21
REVISION DATE:	
DRAWN BY:	LSH
PROJECT MANAGER:	RW

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PARCEL# 12625130103
 ADDRESS 16402 OLD HWY 99 SE
 ZONING P/SP (PUBLIC/SEMI-PUBLIC)
 JURISDICTION TENINO
 LOT SIZE 20.07 ACRES
 SETBACK REQ FRONT = 0'
 SIDE = 0'
 REAR = 0'
 (IBC REQUIRES 10' FOR O HR)
 DEVELOPMENT COVERAGE ALLOWED 100% ALLOWED
 PARKING 124 STALLS PROVIDED
 (3.1 PER 1,000 SF)
 RETAIL REQ 3-6 / 1,000 SF
 SERVICE REQ 2-4 / 1,000 SF
 REST/TAPROOM REQ 5-20 / 1,000 SF
 WAREHOUSE/INDUSTRIAL PER EMPLOYEES

PRELIMINARY SITE PLAN
 SCALE: 1"=40'-0"





**WATER
TREATMENT
FACILITY**

PARCEL# 12625130103
ADDRESS 16402 OLD HWY 99 SE
ZONING P/SP (PUBLIC/SEMI-PUBLIC)
JURISDICTION TENINO
LOT SIZE 20.07 ACRES
SETBACK REQ FRONT = 0'
 SIDE = 0'
 REAR = 0'
 (IBC REQUIRES 10' FOR O HR)
DEVELOPMENT COVERAGE ALLOWED 100% ALLOWED
PARKING 132 STALLS PROVIDED
 (3.3 PER 1,000 SF)
 RETAIL REQ 3-6 / 1,000 SF
 SERVICE REQ 2-4 / 1,000 SF
 REST/TAPROOM REQ 5-20 / 1,000 SF
 WAREHOUSE/INDUSTRIAL PER EMPLOYEES

KAUFMAN
 CONSTRUCTION & DEVELOPMENT, INC.
 7711 MARTIN WAY E OLYMPIA, WA 98516
 TEL: 360.491.5230 FAX: 360.491.2598
 WWW.KAUFMANCONSTRUCTION.COM

NO.	DATE	REVISION

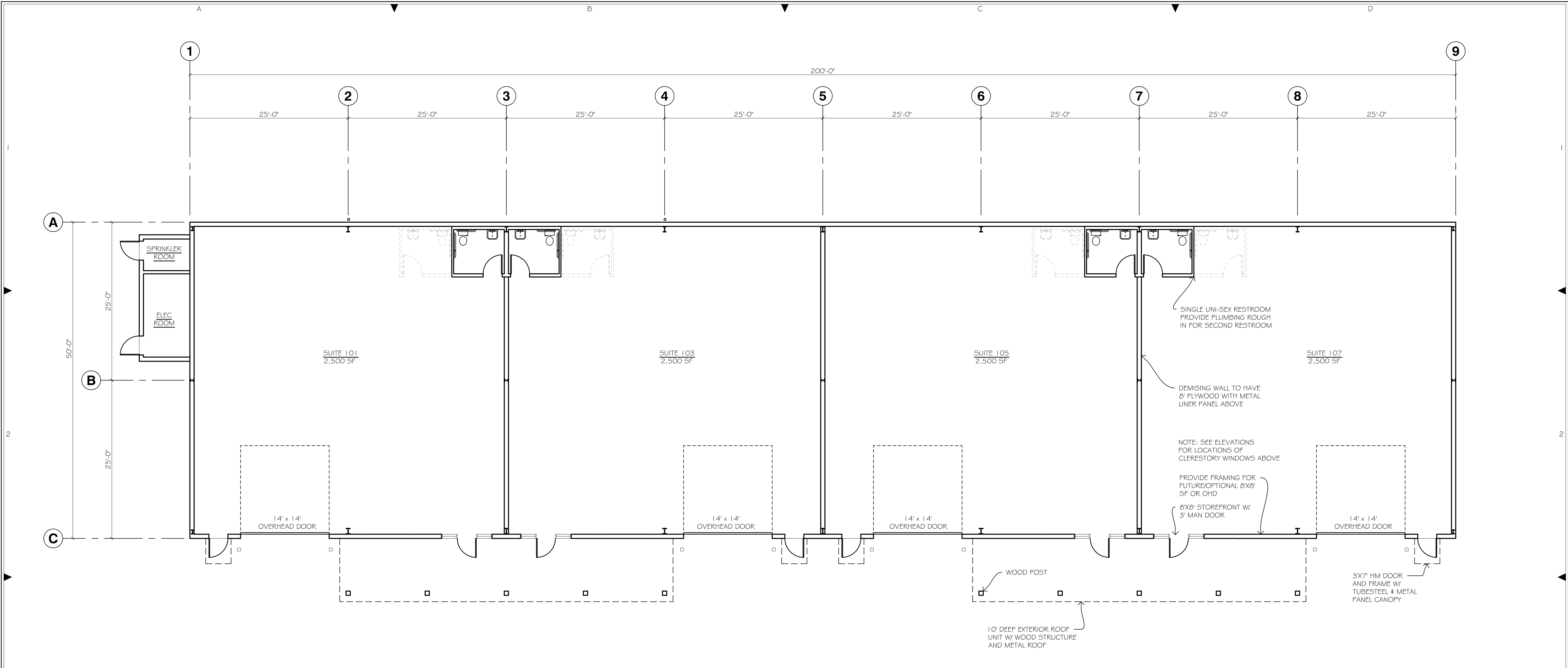
**AGRICULTURAL BUSINESS &
INNOVATION PARK - BUILDING 1**
 16402 OLD HWY 99 SE

PROJECT NUMBER: 2.26.21
 DATE: 2.26.21
 REVISION DATE:
 DRAWN BY: LSH
 PROJECT MANAGER: RW

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PRELIMINARY SITE PLAN
 SCALE: 1"=40'-0"

AG BUSINESS & INNOV PARK
A1.1B
 PRELIM SITE PLAN



A FLOOR PLAN
 SCALE: 1/8"=1'-0"

NO.	DATE	REVISION

**AGRICULTURAL BUSINESS &
 INNOVATION PARK - BUILDING 1**
 16402 OLD HWY 99 SE

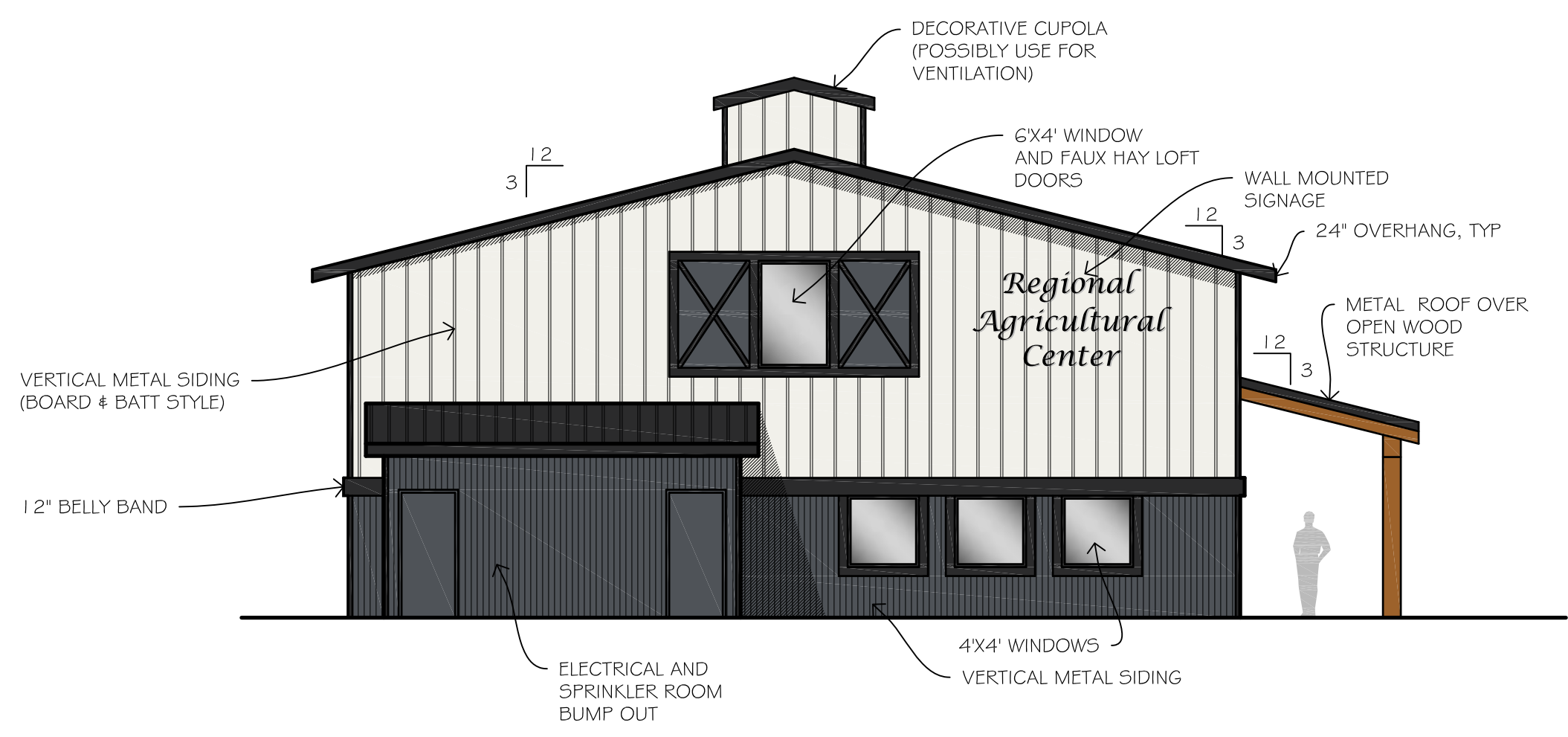
PROJECT NUMBER:	2.26.21
DATE:	2.26.21
REVISION DATE:	
DRAWN BY:	LSH
PROJECT MANAGER:	RV

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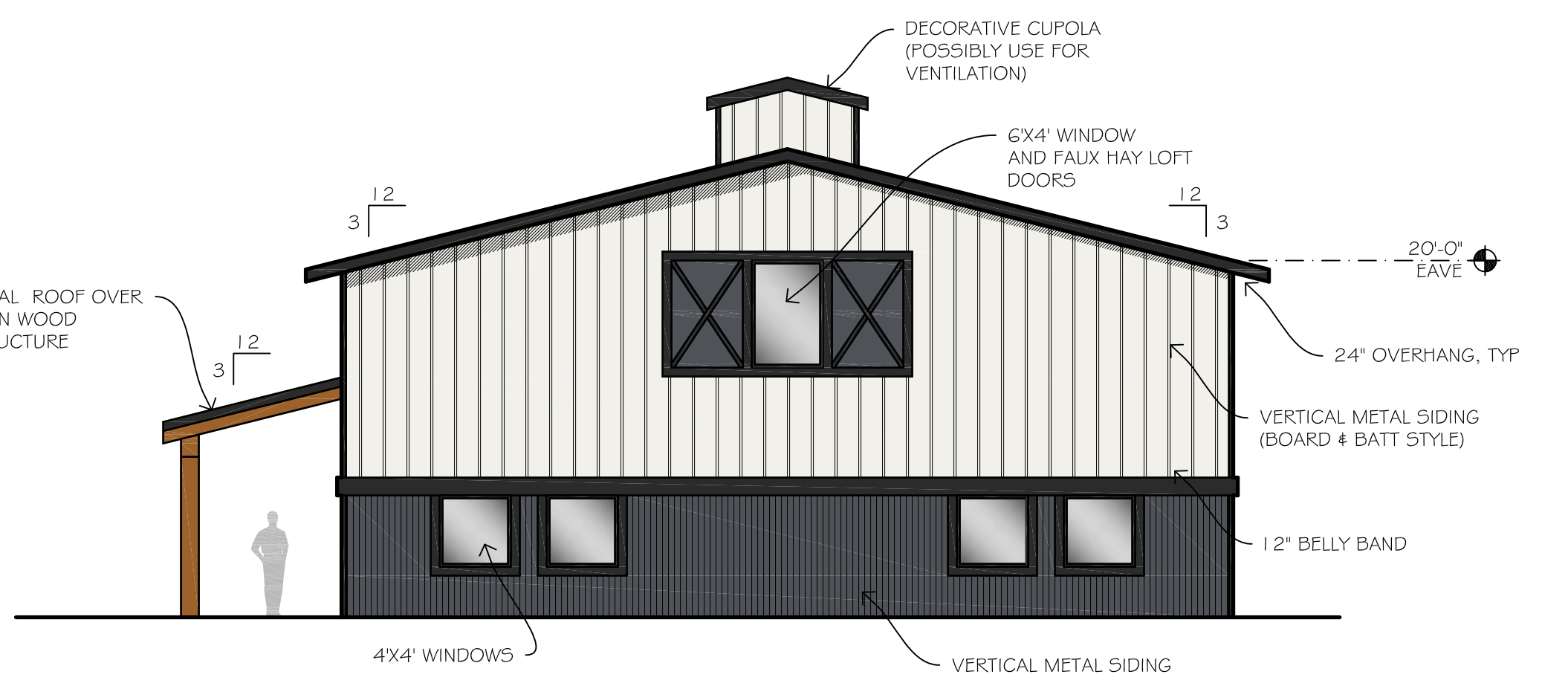


B WEST ELEVATION
 SCALE: 1/8"=1'-0"

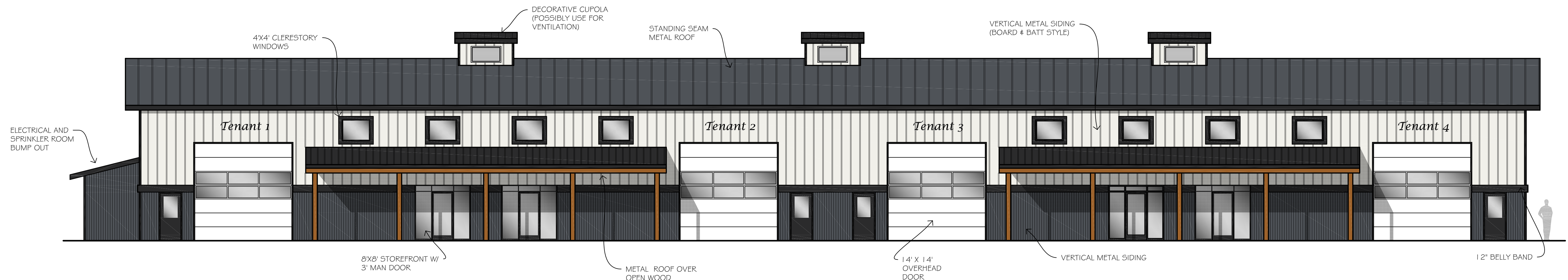
A B C D



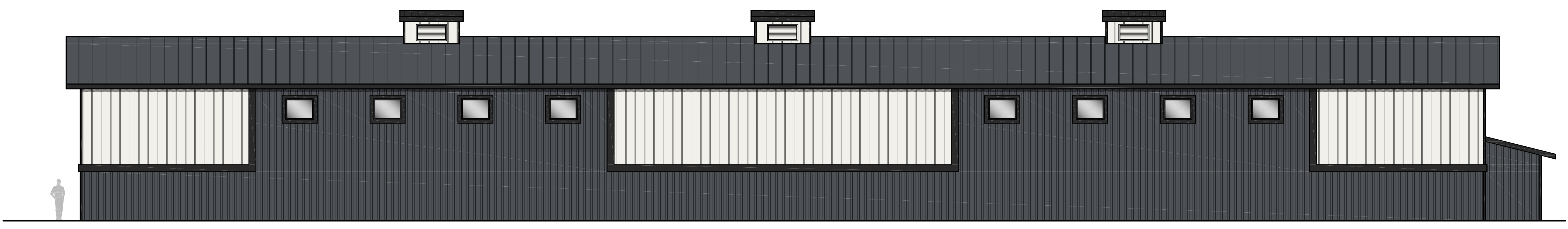
A NORTH ELEVATION
SCALE: 1/8" = 1'-0"



B SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



C WEST ELEVATION
SCALE: 1/8" = 1'-0"



D EAST ELEVATION
SCALE: 1/8" = 1'-0"

A B C D

NO.	DATE	REVISION

AGRICULTURAL BUSINESS & INNOVATION PARK
16402 OLD HWY 99 SE

PROJECT NUMBER:
DATE: 2.26.31
REVISION DATE:
DRAWN BY: LSH
PROJECT MANAGER: RW

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File Attachments for Item:

3. Minutes of the regular City Council Meeting 3/23/2021

Recommended Action: Move to approve the minutes of the 3/23/21 Regular Council Meeting as presented.

**City Council Meeting
Tuesday, March 23, 2021**

Minutes

WORK SESSION

Nothing to discuss during work session, therefore they went over the reports.

CALL TO ORDER

Mayor Fournier convened the Regular Council Meeting at 7:00 pm with

PRESENT

Councilmember Linda Gotovac
Councilmember Cutter Copeland
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Rachel Davidson

AGENDA APPROVAL

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac to approve the agenda for the 3/23/2021.

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

Motion passes 5/0.

APPROVAL OF MINUTES

1. Meeting Minutes 3/9/2021

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton to approve the minutes of the 3/9/2021 regular meeting.

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

Motion passes 5/0.

CONSENT CALENDAR

2. **Consent Calendar consisting of March 10, 2021 through March 23, 2021:**

Payroll EFT's and check #29773 in the amount of \$27,653.87,

Claims checks #29733 through #29790 and EFT's in the amount of \$34,382.60

for a grand total of \$62,036.47

Liquor and Cannabis License Applications/Renewals: None

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

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac to approve the consent calendar for 3/23/2021.

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

Motion passes 5/0.

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

3. Annual Special Event Permits-Waive Fees

Tenino Farmers Market (Weekends May-Sept)

Raise for Rowyn 5k (Fathers Day weekend, June)

Robin Rudy Memorial Motorcycle Run (Last Saturday March)

OTD Music Festival (4th weekend in July)

Bike Race Weekends from park (Multiple summer weekends)

THS Graduation Parade (Mid June)

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton to approve the waiver of the deposit fees for the special events listed above.

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

Motion passes 5/0.

NEW BUSINESS

4. Tiffany Cox of 179 Ritter Street had a water leak in January which lead to a nearly double water bill in February in the amount of \$263.14, after proof of repair to the leak was made, City hall staff reduced the bill according to the ordinance 12.04.245, reducing the bill by \$28.10, bringing the balance due to \$235.04. Mrs. Cox would like to ask the City Council to reduce the bill even more.

RESOLUTIONS**ORDINANCES****REPORTS****5. 1) Chamber of Commerce****2) Economic Development Council (EDC)****3) Experience Olympia & Beyond (VCB)****4) Fire District #12****5) Library****6) Museum****7) Tenino Community Service Center**

1) Chamber of Commerce: George Sharp reported on the Spring Fair ARTS held over the weekend which was a huge success. He also stated they sold approximately \$3500.00 in wooden money for the businesses.

4) Fire District: Councilmember O'Callahan reported they have voted on a new Lt. who is also the new Union Rep. The Fire District's attorney is going to reach out to the City's attorney regarding an agreement.

7) Tenino Community Service Center: Mayor Fournier reminded everyone they will be holding the Robin Rudy Memorial Run on Saturday the 27th. Councilmember's Lawton and Davidson will be attending to represent the City.

6. 1) ARCH Commission**2) Civil Service Commission****3) Facade Improvement Grant Review Committee****4) Finance Committee****5) Planning Commission****6) Public Safety Committee****7. 1) Chief of Police**

2) Director of Public Works

3) City Planner/Building Official

4) City Attorney

5) Clerk/Treasurer

6) Mayor

1) Chief of Police: Chief reported she had nothing new this week. Officer Johnson has passed his FTO and is ready to go solo. Officer Lee has another 2 weeks of FTO. The new vehicle should be ready in approximately 1-2 weeks. She will be putting the old car up for surplus.

3) Building Official: Mayor Fournier reported he has an agreement with L.G. Nelson as the new Official.

6) Mayor: Mayor Fournier reported he has attended various meetings. He also attended his first EMS meeting.

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

2) Community Investment Partnership (CIP)

3) Solid Waste Advisory Board

4) South Thurston Economic Development Initiative (STEDI)

5) TCOMM/911

6) Tenino School Board

7) Thurston Regional Planning Council (TRPC)

8) Transportation Policy Board

8) TPB: Councilmember O'Callahan reported they went over the yearly stats at the meeting and will be sending out minutes to the council.

PUBLIC COMMENTS 2

ANNOUNCEMENTS

Councilmember O'Callahan announced he will again be hosting an appreciation BBQ for all TC Responders and invited the public to attend and to bring a potluck side dish for all. The BBQ will be held on Sept 11, 2021.

ADJOURNMENT

Meeting adjourned at 7:45 pm.

File Attachments for Item:**4. Consent Calendar consisting of March 24, 2021 through April 13, 2021:**

Payroll EFT's and check #29791 in the amount of \$30,543.10

Claims Checks #29792 through #29831 and EFT's in the amount of \$84,847.01

for a grand total of \$115,390.11

Liquor and Cannabis License Applications/ Renewals: None

Recommended Action: Motion to approve the consent calendar.

Consent Calendar consisting of March 24, 2021 through April 13, 2021:

- Payroll EFT's and check #29791 in the amount of \$30,543.10**
- Claims Checks #29792 through #29831 and EFT's in the amount of \$84,847.01**

for a grand total of \$115,390.11

**Liquor and Cannabis License Applications/
Renewals:**

CHECK REGISTER

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
	421 Sewer Capital Improvement Fund				16,064.19	
	* Transaction Has Mixed Revenue And Expense Accounts				115,390.11	Claims: 84,847.01 Payroll: 30,543.10

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 _____ 2021.

 Clerk/Treasurer

 Mayor

 Councilmember

 Councilmember

 Councilmember

 Councilmember

 Councilmember

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1228	04/13/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	5.00	
1231	04/13/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	5.00	
1234	04/13/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	6.25	
1120	04/05/2021	Payroll	5	29791	Scott Garrison	1,391.46	
1249	04/13/2021	Claims	5	29792	911 Supply - Keizer	680.40	
1250	04/13/2021	Claims	5	29793	Access Security	556.12	
1251	04/13/2021	Claims	5	29794	Axon Enterprise Inc	205.80	
1252	04/13/2021	Claims	5	29795	Centralia OK Tire	767.89	
1253	04/13/2021	Claims	5	29796	Construct, Inc.	22,464.40	
1254	04/13/2021	Claims	5	29797	Corporate Payment Systems	2,087.56	
1255	04/13/2021	Claims	5	29798	DJ's Plumbing, LLC	53.95	
1256	04/13/2021	Claims	5	29799	Dragon Analytical Laboratory	450.00	
1257	04/13/2021	Claims	5	29800	H D Fowler Co	2,472.35	
1258	04/13/2021	Claims	5	29801	Joes Refuse	208.29	
1259	04/13/2021	Claims	5	29802	Lakeside Industries	313.56	
1260	04/13/2021	Claims	5	29803	Language Line Services	17.84	
1261	04/13/2021	Claims	5	29804	Law Office of Richard L. Hughes PLLC	5,752.50	
1262	04/13/2021	Claims	5	29805	Master Meter	1,750.00	
1263	04/13/2021	Claims	5	29806	Miles Sand And Gravel Company	578.36	
1264	04/13/2021	Claims	5	29807	Mountain Mist Water	192.14	
1265	04/13/2021	Claims	5	29808	NASRO	495.00	
1266	04/13/2021	Claims	5	29809	Lynn Oha Carey	170.30	314700.10 - 172 PARK AVE E
1267	04/13/2021	Claims	5	29810	Pitney Bowes Global Financial Svcs	143.64	
1268	04/13/2021	Claims	5	29811	Pitney Bowes	841.70	
1269	04/13/2021	Claims	5	29812	Puget Sound Energy	5,703.15	
1270	04/13/2021	Claims	5	29813	Quill	280.97	
1271	04/13/2021	Claims	5	29814	Retail Lockbox Merchant Services, LLC	35.00	
1272	04/13/2021	Claims	5	29815	Rochester Lumber	2,237.76	
1273	04/13/2021	Claims	5	29816	SmartSign	63.02	
1274	04/13/2021	Claims	5	29817	Tags Awards & Specialties	74.39	
1275	04/13/2021	Claims	5	29818	Tenino Marketfresh	108.34	
1276	04/13/2021	Claims	5	29819	Tenino Telephone Co	1,690.50	
1277	04/13/2021	Claims	5	29820	City Of Tenino	1,584.42	
1278	04/13/2021	Claims	5	29821	Thomas L. Meyer	2,250.00	
1279	04/13/2021	Claims	5	29822	Thurston Co Sheriff	77.01	
1280	04/13/2021	Claims	5	29823	TriSource Solutions LLC	372.66	
1281	04/13/2021	Claims	5	29824	Tribeca Transport LLC	16,064.19	
1282	04/13/2021	Claims	5	29825	USA BlueBook	129.67	
1283	04/13/2021	Claims	5	29826	Utilities Underground Location	3.08	
1284	04/13/2021	Claims	5	29827	Verizon Wireless (Cell)	42.97	
1285	04/13/2021	Claims	5	29828	Voyager Fleet System	1,335.31	
1286	04/13/2021	Claims	5	29829	Water & Wastewater Svcs, Inc	7,007.69	
1287	04/13/2021	Claims	5	29830	Wells Fargo Vendor Fin Serv	840.15	
1288	04/13/2021	Claims	5	29831	Wilson Parts Corporation	42.21	

001 General Government Fund #001	40,295.87
002 Quarry Pool Fund #002	99.78
101 City Street Fund #101	4,125.44
310 Municipal Capital Imp Fund 310	24,702.16
401 Water Fund	9,646.89
402 Water Capital Imp Fund	2,472.35
410 Sewer Fund	17,983.43

CHECK REGISTER

Time: 15:39:40 Date: 04/13/2021

03/24/2021 To: 04/30/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1040	03/24/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	5.00	
1047	03/25/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	
1061	03/26/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	10.00	
1073	03/30/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	
1076	03/30/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	2.50	
1079	03/30/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	6.25	
1082	03/30/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	10.00	
1100	03/31/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	2.50	
1116	04/01/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	6.25	
1117	04/05/2021	Payroll	5	EFT	Veronica A Barnes	1,715.79	
1118	04/05/2021	Payroll	5	EFT	Miles Cannon	1,740.94	
1119	04/05/2021	Payroll	5	EFT	Troy LK Cannon	2,044.12	
1121	04/05/2021	Payroll	5	EFT	Brent L Gibbs	1,988.11	
1122	04/05/2021	Payroll	5	EFT	Drew Johnson	1,743.86	
1123	04/05/2021	Payroll	5	EFT	Aaron Lee	1,488.16	
1124	04/05/2021	Payroll	5	EFT	Kristi L Lougheed	1,902.96	
1125	04/05/2021	Payroll	5	EFT	Jason M Plaja	2,600.91	
1126	04/05/2021	Payroll	5	EFT	Maria Rodriguez	1,438.21	
1127	04/05/2021	Payroll	5	EFT	Jennifer N Scharber	1,442.84	
1128	04/05/2021	Payroll	5	EFT	Seth D Sharp	1,781.02	
1129	04/05/2021	Payroll	5	EFT	Bennett H Barnes	358.28	
1130	04/05/2021	Payroll	5	EFT	Cutter J Copeland	138.52	
1131	04/05/2021	Payroll	5	EFT	Rachel L Davidson	138.14	
1132	04/05/2021	Payroll	5	EFT	Wayne R Fournier	889.72	
1133	04/05/2021	Payroll	5	EFT	Linda Gotovac	69.07	
1134	04/05/2021	Payroll	5	EFT	Jason A Lawton	69.07	
1135	04/05/2021	Payroll	5	EFT	John J O'Callahan	138.14	
1140	04/01/2021	Payroll	5	0	Timberland Bank	7,463.78	941 Deposit for Pay Cycle(s) 04/05/2021 - 04/05/2021
1146	04/02/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	6.25	Fees For 4/1/2021 Pymts
1154	04/06/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	1.25	
1157	04/06/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	2.50	
1160	04/06/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	2.50	
1163	04/06/2021	Claims	5	EFT	TriSource Solutions LLC	472.76	
1187	04/07/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	5.00	
1198	03/26/2021	Claims	5	EFT	Excise WA State Dept Of Revenue	1,664.41	February Excise Tax
1199	04/07/2021	Claims	5	EFT	Excise WA State Dept Of Revenue	2,464.30	March Excise Tax
1207	04/09/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	7.50	Retail LB Fees 482021
1225	04/13/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	10.00	

5.

File Attachments for Item:

5. Ruiz & Smart Settlement Agreement

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “Agreement”) is made and entered into by and between: i) Indian Harbor Insurance Company (“Indian Harbor”); ii) the Association of Washington Cities Risk Management Service Agency (“AWC RMSA”); and iii) the City of Tenino (the “City”). Indian Harbor, AWC RMSA, and the City, are referred to collectively as “Parties” and each, separately, as a “Party.”

RECITALS

WHEREAS, Indian Harbor Insurance Company issued CyberRiskConnect Privacy, Security & Technology Insurance Policy No. MTP903605702 (the “Policy”) to AWC RMSA for the policy period of January 1, 2020 to January 1, 2021;

WHEREAS, the City is listed as an “Insured” under the Policy;

WHEREAS, AWC RMSA members, including the City, participated in and jointly self-funded a Government Crime Coverage Program for the 2020 calendar year (the “Crime Coverage Program”), with AWC RMSA responsible for investigating potential coverage under the Crime Coverage Program;

WHEREAS, beginning in or around March 2020, the City was defrauded by an unknown third party posing as a representative of the Washington Municipal Clerk’s Association (the “Incident”);

WHEREAS, the City suffered a loss of \$280,309 of City funds as a direct result of the fraud (hereinafter the “Loss”);

WHEREAS, the City notified AWC RMSA and Indian Harbor of the Incident and sought coverage for the Loss under the Crime Coverage Program and the Policy, respectively;

WHEREAS, AWC RMSA denied coverage for the Loss under the Crime Coverage Program, and the City has disputed AWC RMSA’s position;

WHEREAS, Indian Harbor denied coverage for the Loss under the Policy, and the City has likewise disputed Indian Harbor’s position;

WHEREAS, AWC RMSA, Indian Harbor and the City attended a mediation with Hon. Paris J. Kallas on March 3, 2021;

WHEREAS, on March 31, 2021, the Parties agreed in principle to a settlement agreement and mutual release;

WHEREAS, the Parties desire to resolve any and all disputes and potential disputes between them with regard to the Loss or the Incident, including amounts incurred or sustained to date or amounts that may otherwise be incurred or sustained in the future (collectively the

“Released Matters”), for a total settlement payment from AWC RMSA and Indian Harbor to the City for \$330,309; and

WHEREAS, AWC RMSA will contribute \$100,000 to the settlement and Indian Harbor will contribute \$230,309 to arrive at a total settlement value of \$330,309;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and other undertakings set forth in this Agreement, and for other good and valuable consideration, the Parties mutually agree as follows:

1. Incorporation of Recitals and Mediation Settlement Agreement

The Recitals set forth above are incorporated into and made part of this Agreement.

2. Settlement Payment

(a) Indian Harbor will cause the sum of two hundred thirty thousand three hundred nine dollars and zero cents (\$230,309) (the “Indian Harbor Settlement Payment”) to be paid by wire at the account designated below within thirty (30) calendar days after receipt of a fully executed copy of this Agreement, tax identification information, and verbal verification of payment instructions:

Ruiz & Smart PLLC in Trust for the City of Tenino

(b) The Indian Harbor Settlement Payment will reduce the aggregate limit of liability under the Policy and will erode the sublimit for Social Engineering Financial Fraud.

(c) AWC RMSA will cause the sum of one hundred thousand dollars and zero cents (\$100,000) (the “AWC RMSA Settlement Payment”) to be paid to the City as detailed above within thirty (30) calendar days after receipt of a fully executed copy of this Agreement.

3. Releases

(a) Except for the promises and obligations set forth in this Agreement, the City, on behalf of itself and any predecessors, successors, parents, subsidiaries, affiliates, assigns, representatives, directors, officers, employees, shareholders, members, partners, principals, and attorneys (the “City Related Parties”), hereby release and forever discharge AWC RMSA and its predecessors, successors, parents, subsidiaries, affiliates, assigns, representatives, directors, officers, employees, shareholders, members, partners, principals, attorneys, insurers and reinsurers (the “AWC RMSA Related Parties”) and Indian Harbor and its predecessors, successors, parents, subsidiaries, affiliates, assigns, representatives, directors, officers, employees, shareholders, members, partners, principals, attorneys, insurers and reinsurers (the “Indian Harbor Related Parties”) of and from any and all claims, causes of action, suits, counterclaims, defenses, liabilities, costs, damages and demands whatsoever, in law or equity, which the City and the City Related Parties may have had, have now, or may have in the future, from the beginning of time up to the Effective Date of this Agreement, against AWC RMSA or

the AWC RMSA Related Parties and/or Indian Harbor or the Indian Harbor Related Parties based upon, arising out of, or in any way related to or involving:

1. any of the Released Matters, or any facts, circumstances, transactions, events, acts, errors, or omissions involved in any of the Released Matters;
2. any claim for legal fees and expenses incurred in connection with any of the Released Matters;
3. any notice of claim or notice of potential claim based on any of the Released Matters or any facts, circumstances, transactions, events, acts, errors, or omissions involved in any of the Released Matters; or
4. any claim for misrepresentations, fraud, indemnity, contribution, breach of contract, breach of duty, negligence, "bad faith," violation of statute or regulation, unfair claims handling, or damages of any kind whatsoever arising out of or relating to any of the Released Matters.

(b) Except for the promises and obligations set forth in this Agreement, AWC RMSA, on behalf of itself and the AWC RMSA Related Parties, hereby release and forever discharge the City and the City Related Parties and Indian Harbor and the Indian Harbor Related Parties of and from any and all claims, causes of action, suits, counterclaims, defenses, liabilities, costs, damages and demands whatsoever, in law or equity, which AWC RMSA and the AWC RMSA Related Parties may have had, have now, or may have in the future, from the beginning of time up to the Effective Date of this Agreement, against City or the City Related Parties and Indian Harbor and the Indian Harbor Related Parties based upon, arising out of, or in any way related to or involving:

1. any of the Released Matters, or any facts, circumstances, transactions, events, acts, errors, or omissions involved in any of the Released Matters;
2. any claim for legal fees and expenses incurred in connection with any of the Released Matters;
3. any notice of claim or notice of potential claim based on any of the Released Matters or any facts, circumstances, transactions, events, acts, errors, or omissions involved in any of the Released Matters; or
4. the pursuit of coverage under the Policy in connection with any of the Released Matters.

(c) Except for the promises and obligations set forth in this Agreement, Indian Harbor, on behalf of itself and the Indian Harbor Related Parties, hereby releases and forever discharges the City and the City Related Parties and AWC RMSA and the AWC RMSA Related Parties of and from any and all claims, causes of action, suits, counterclaims, defenses, liabilities, costs, damages and demands whatsoever, in law or equity, which Indian Harbor and the Indian Harbor Related Parties may have had, have now, or may have in the future, from the beginning of time up to the Effective Date of this Agreement, against City or the City Related Parties and

AWC RMSA and the AWC RMSA Related Parties based upon, arising out of, or in any way related to or involving:

1. any of the Released Matters, or any facts, circumstances, transactions, events, acts, errors, or omissions involved in any of the Released Matters;
2. any claim for legal fees and expenses incurred in connection with any of the Released Matters;
3. any notice of claim or notice of potential claim based on any of the Released Matters or any facts, circumstances, transactions, events, acts, errors, or omissions involved in any of the Released Matters; or
4. the pursuit of coverage under the Policy in connection with any of the Released Matters.

(d) The Parties and their respective Related Parties acknowledge: (i) that they may have sustained damages, expenses and losses in connection with the subject matter of the foregoing releases that presently are unknown or unsuspected, and that such damages, expenses and losses, if any, may give rise to additional damages, expenses and losses in the future that are not now anticipated by them; and (ii) that this Agreement and the foregoing releases have been negotiated and agreed to despite the existence of any such unknown or unsuspected damages, expenses and losses. The Parties and their respective Related Parties, being fully advised, therefore, expressly and intentionally waive any and all rights they may have under any statute or common law limiting releases of unknown claims. This waiver is an essential and material term of this Agreement and without such waiver the Agreement would not have been entered into.

(e) Each of the Parties agrees that it will not bring or commence any action against any other Party for any claim, action, cause of action, right or obligation released in this Agreement.

4. Confidentiality

The Parties understand and agree that the negotiations leading to, and the terms of, this Agreement (collectively, the "Protected Information") are confidential, and further agree not to disclose the Protected Information to anyone, directly or indirectly, without a written waiver from all other Parties, except as provided in this Agreement. Each Party may provide Protected Information to (i) those individuals within or affiliated with the Party who have a reasonable need to know the Protected Information either so that this Settlement Agreement can be implemented or so they can be informed that the matter has been resolved, (ii) the Party's counsel, auditors, financial advisors, tax advisors, insurers, reinsurers, and insurance producers, brokers, or agents, (iii) government authorities where disclosure is required by applicable law, statute, rule, or regulation, (iv) as necessitated by the Washington State Public Records Act, RCW Ch. 42.56 or the Washington Open Public Meetings Act, RCW Ch 42.30, or (v) as necessary to enforce this Agreement.

5. Representations and Warranties

(a) Each of the Parties represents and warrants that it has not sold, assigned, pledged, transferred or otherwise conveyed any interest in the matters that are the subject of the releases in Clause 3.

(b) Each of the Parties represents and warrants: that it is authorized to enter into this Agreement on behalf of itself and any other released parties; that the execution and delivery of this Agreement and the consummation of this transaction will not conflict with or result in any violation or default under any provision of its articles of incorporation, charter, by-laws or partnership agreement or of any decree, statute, law, ordinance, rule or regulation applicable to it; and that no further consent, approval, order, authorization or filing with any governmental authority is required in connection with the execution and delivery of this Agreement or the consummation of the transactions described in this Agreement.

(c) Each of the Parties represents that it has agreed to the terms of this Agreement. Each signatory of this Agreement represents and warrants that he or she has the general and specific authority to enter into and execute this Agreement.

(d) Indian Harbor represents and warrants that it has paid or will pay invoices from Kroll and Mullen Coughlin LLC in excess of the self-insured retention amount that constitute Data Breach Response and Crisis Management Costs under the Indian Harbor Policy.

6. General Terms and Conditions

(a) Neither this Agreement, nor any settlement offer, counteroffer, acceptance, or any other circumstance regarding this Agreement shall be considered an acknowledgment or admission of coverage by either Party. Following arms-length negotiations, the Parties, for good and valuable consideration, have reached this Agreement in good faith.

(b) This Agreement may not be construed as an admission as to fault or liability by any Party.

(c) This Agreement shall be binding upon and shall inure to the benefit of the Parties and to their respective executors, administrators, heirs, successors, and assigns.

(d) Each Party acknowledges that, in entering into this Agreement, it has relied upon the legal advice of counsel of its choice, it fully understands and voluntarily accepts the terms of this Agreement, and each Party agrees that it is executing this Agreement after independent investigation and without fraud, duress, or undue influence.

(e) Each Party has reviewed and been afforded an opportunity to revise this Agreement. Accordingly, that rule of construction that construes and resolves any ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

(f) Each party agrees to bear its own attorneys' fees and costs incurred in addressing the insurance coverage issues that led to and are the subject of this Agreement, with the

understanding that the City may allocate a portion of the Indian Harbor Settlement Payment or the AWC RMSA Settlement Payment to its own attorneys' fees;

(g) The Parties agree that this Agreement may be signed in counterparts, each of which shall be deemed to be an original and all together shall be deemed to be a single instrument. Such counterparts may be exchanged among the Parties (or their representatives) by facsimile, e-mail or otherwise. The Agreement will become effective when all counterparts have been executed by each Party and delivered to the other Parties (the "Effective Date").

(h) The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable. This Agreement shall survive the termination of any arrangements contained herein.

(i) Mutual no press statements, non-disparagement. The Parties agree that they will not, directly or indirectly, disparage or criticize each other or issue any communication, written or otherwise, or take any other action or engage in any other conduct, nor cause or permit their attorneys, employees, elected representatives, or other representatives to do so on their behalf, that is intended to be or could reasonably be expected to be inconsistent with or injurious to the interests of the other Parties. In the event such a communication is made to anyone, including but not limited to the press, media, public interest groups, publishing companies, and/or through internet social media or blog posting, it will be considered a material breach of the terms of this agreement. Neither party shall issue any statements to the press regarding this agreement, except that the City may issue a single press release and may respond to any media inquiries by referring to that press release. The press release shall state substantially as follows:

The Mayor and City Council are pleased to announce that the City has reached an agreement with its insurers to resolve the City's claim for coverage for the City funds that were lost last year as the result of a criminal scheme to defraud the City in the early days of the Coronavirus pandemic. Under the agreement, the City will receive full compensation for the lost funds. The City, including the Mayor and the Councilmembers, will have no further comment on this agreed resolution.

(j) This Agreement contains all representations and warranties, expressed and implied, oral and written, between and among the Parties, and the entire understanding and agreement between and among the Parties with respect to the subject matter hereof. No other agreements, covenants, representations, or warranties, expressed or implied, oral or written, have been made by the Parties with respect to any subject matters of this Agreement. All prior and contemporaneous conversations, negotiations, proposed agreements, representations, disclosures, absence of disclosures, covenants, and warranties with respect to any subject matters hereof are merged herein, waived, superseded, and replaced in total by this Agreement. This is an integrated contract and it may not be altered or modified except by a writing signed by all parties in interest at the time of the authorization or modification. Notwithstanding the provisions of this Paragraph, the Policy, the Crime Coverage Program, and the rights and duties of the Parties thereunder shall remain in full force and effect except to the extent that any of the terms of this Agreement are inconsistent with the terms of the Policy or the Crime Coverage Program.

[The remainder of the page is blank]

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Agreement to be duly executed on his or its behalf.

Date: April __, 2021

INDIAN HARBOR INSURANCE COMPANY

By: _____

Title: _____

Date: April __, 2021

CITY OF TENINO

By: _____

Title: _____

Date: April __, 2021

**ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY**

By: _____

Title: _____

6.

File Attachments for Item:

6. Duncan Green proposes a proclamation in support of May 2021 as Bicycle Commuter Month.

Recommended Action: Move to approve the proclamation as presented.

Proclamation

Whereas, bicycling is one of the most energy-efficient forms of transportation ever invented, and is a mode of transportation well suited to urban environments where trips are short in length; and overly congested roads are difficult and costly to expand; and

Whereas, transportation accounts for about a third of the energy used in Washington State, and about half of carbon dioxide emissions from fossil fuel; which add to the problem of climate change; and

Whereas, bicycle commuting reduces energy consumption, pollution, and congestion; and

Whereas, bicycling makes people healthier, more productive, and prevents chronic diseases through physical activity; and supports physical, emotional and mental well-being during a pandemic; and

Whereas, the national non-profit bicycling safety and education association, the League of American Bicyclists, has declared the month of May to be national bike month for each of the last sixty-four (64) years, and has done so again in 2021, and

Whereas, the City of Tenino supports alternatives to inefficient drive-alone trips, particularly for travel around the City, by building bicycle facilities; and

Whereas, Intercity Transit, with sponsors including the Capital Bicycling Club and many local businesses is hosting the 34th Annual Bicycle Commuter Contest during the month of May 2021.

NOW THEREFORE, we, the Council of the City of Tenino, Washington, do hereby declare

May 2021 Bicycle Commuter Month

in the City of Tenino, and in recognition of Earth Day, National Bike Month, and Clean Air Month, we encourage all citizens to put forth their best effort to reduce single-occupant motor vehicle trips to reduce air pollution, energy consumption and congestion.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Great Seal of the City of Tenino to be affixed at the City Hall, this 14th day of April, in the year, two thousand and twenty-one.

Wayne Fournier, Mayor

Linda Gotovac, Council Position 1

Cutter Copeland, Council Position 2

John O’Callahan, Council Position 3

Jason Lawton, Council Position 4

Rachel Davidson, Council Position 5

File Attachments for Item:

7. Review Solid Waste Management Plan- Mayor Fournier will lead discussion.

Recommended action: Motion to approve in resolutions



COUNTY COMMISSIONERS

Carolina Mejia
District One

Gary Edwards
District Two

Tye Menser
District Three

 BOARD OF COUNTY COMMISSIONERS

March 12, 2021

The Honorable Mayor Wayne Fournier
City of Tenino
149 Hodgden Street S
Tenino, WA 98589

Re: Solid Waste Management Planning and Thurston County Solid Waste System

Dear Mayor Fournier:

On behalf of Thurston County, I would like to express my appreciation to you and all our municipal and business partners participating in the development of the most recent update of the Thurston County's Comprehensive Solid Waste Management Plan (SWMP), which includes the Moderate Risk Waste Management Plan. The collaborative development process with our community partners, the SWMP is pillared on the values of our region. The final draft of the 2021 – 2026 SWMP, as approved by the Solid Waste Advisory Committee and Washington State Department of Ecology, can be found at:

<https://www.co.thurston.wa.us/solidwaste/publications/docs/ThurstonSWMP2021-2026.pdf>.

Next steps in the SWMP adoption process include adoption by the participating cities and town, followed by final Thurston County Board of Commissioner approval.

The County is also moving forward with a Request for Proposal for solid waste maintenance, operations, transport, and disposal contract services. The prior contract has been in place for over 20 years and does not meet current operational needs.

Revenue generated from tipping fees at County disposal sites is required to fund both state-mandated programs, including the management of closed landfills and the costs of providing solid waste services to Thurston County residents. As a result, the County relies on the waste stream created in Thurston County, including cities and towns, to support contractual obligations and the state-mandated programs, which include solid and moderate risk waste management, public health and education, waste reduction, and recycling. To ensure a stable waste stream as the basis for a new contract, the County recently adopted a Flow Control Ordinance, directing waste generated in unincorporated Thurston County to our disposal sites and allowing cities to similarly direct waste generated in their jurisdictions. Flow control also ensures waste is disposed of in alignment with our community values.

The Solid Waste Management Act, Chapter 70A.205 RCW, and the Hazardous Waste Management Act, Chapter 70A.300 RCW, provide for cooperative planning among cities and counties. Cities have specific responsibility to participate in solid waste planning and authority to contract with the County for these purposes. To carry forward those programs, and in compliance with the State's directions for county and city solid waste management, planning, and contracting, we provide the following for the City's consideration and action:

- A draft of a new Interlocal Agreement - *Agreement for Thurston County Solid Waste Management, And Solid Waste Management Plan and Hazardous Waste Plan Updates Between Thurston County and City of Tenino*;
- A draft form of resolution adopting the Interlocal Agreement; and
- A draft form of ordinance providing for the direction of all solid waste (other than recycled or diverted waste) to the County system.

We respectfully request the City to consider and take action on the above items by June 30, 2021.

County representatives are available to provide information to the City, and to attend and participate in council meetings to address any questions about the SWMP, the County-wide solid waste program, and the above-referenced documents. Karen Weiss, Interim Solid Waste Division Manager, will be in touch to make arrangements, and can be reached at (360) 867-2327 or karen.weiss@co.thurston.wa.us.

Sincerely,



Ramiro Chavez, PE, PgMP
County Manager
chavezr@co.thurston.wa.us
(360) 754-2960

CITY OF TENINO, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE of the City of Tenino, Washington, relating to solid waste management; designating the Thurston County Solid Waste System for solid waste originating in the City; adding a new section to Chapter 8.32 (Tenino Municipal Code (TMC)).

THE CITY COUNCIL OF THE CITY OF TENINO, WASHINGTON, does hereby ordain as follows:

Section 1. Recitals And Findings.

1.1 The City of Tenino, Washington (“City”) and Thurston County (“County”) entered into an Interlocal Agreement to cooperatively manage solid waste planning and management, and for periodic update of the County Comprehensive Solid Waste Management Plan (including the moderate risk waste management plan) (collectively, the “SWMP”).

1.2 Under the Chapters 70A.205 and 70A.300 RCW, all cities and counties in the state are mandated to adopt and implement a comprehensive solid waste plan and a moderate risk waste management plan.

1.3 The County operates and maintains a system of solid waste collection and disposal under Chapter 36.58 RCW (the “system”), including regulation of solid waste handling at the disposal sites of the system, including the Thurston County Waste and Recovery Center, the Rainier and Rochester Drop-Box Facilities and such other sites designated by the County (“system disposal sites”).

1.4 The integrity of the system and the system disposal sites, and their effective administration, are essential to reduce waste, control pollution and protect and promote the public health, safety and general welfare of the County and the City. Consistent with the

SWMP and state law, it is therefore necessary to designate the system disposal sites as the exclusive disposal sites for all solid waste generated and collected within the system areas, including the City.

1.5 The County, City and other cities participating in the County system of solid waste management and planning have worked collaboratively to develop the SWMP.

1.7 It is in the public interest for the City and consistent with its authority under RCW 35.21.152 to designate disposal sites for solid waste originating within the City.

Section 2. Chapter 8.32 TMC Amended. A new section is added to Chapter 8.32 TMC, as follows:

The Thurston County system for solid waste handling and disposal is hereby designated for the disposal of all solid waste generated and/or collected within the City. The City authorizes the County to designate disposal sites for the disposal of solid waste. No solid waste generated or collected within the City shall be diverted from the County's designated disposal site(s) without the County's prior approval. The designation of the County for solid waste disposal shall not otherwise affect the City's programs for and control over solid waste collection, waste reduction and recycling.

Section 3. Ratification and Confirmation. Any actions of the City or its officers prior to the date thereof and consistent with the terms of this resolution are ratified and confirmed.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its adoption and publication as provided by law.

The foregoing Ordinance was ADOPTED by the City Council of the City of Tenino, Washington, at a regular open public meeting thereof the _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF TENINO, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION of the City of Tenino, Washington, relating to solid waste management; authorizing an amended and restated interlocal agreement between the City of Tenino and Thurston County for solid waste management and planning, including the 2021 Thurston County Comprehensive Solid Waste Management Plan; and, authorizing other actions consistent herewith.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TENINO, WASHINGTON, as follows:

Section 1. Recitals And Findings.

1.1 The City of Tenino, Washington (“City”) and Thurston County (“County”) entered into an Interlocal Agreement on November 27, 2012 to cooperatively manage solid waste planning and management, and for periodic update of the County Comprehensive Solid Waste Management Plan (including the integrated moderate risk waste management plan) (collectively, the “SWMP”).

1.2 Under the Chapters 70A.205 and 70A.300 RCW, all cities and counties in the state are mandated to adopt and implement a comprehensive solid waste plan and a moderate risk waste management plan.

1.3 The County operates and maintains a system of solid waste collection and disposal under Chapter 36.58 RCW (the “system”), including regulation of solid waste handling at the disposal sites of the system, including the Thurston County Waste and Recovery Center, the Rainier and Rochester Drop-Box Facilities and such other sites designated by the County (“system disposal sites”).

1.4 The integrity of the system and the system disposal sites, and their effective administration, are essential to reduce waste, control pollution and protect and promote the public health, safety and general welfare of the County and the City. Consistent with the SWMP and state law, it is therefore necessary to designate the system disposal sites as the exclusive disposal sites for all solid waste generated and collected within the system areas, including the City.

1.5 The County, City and other cities and towns participating in the County system of solid waste management and planning have worked collaboratively to develop a plan to replace the 2009 SWMP.

1.6 The City and County have determined to enter into a new, restated Agreement for Thurston County Solid Waste Management, and Solid Waste Management Plan and Hazardous Waste Plan Updates (“Agreement”) to facilitate the integrity of the system, including the facilitation of financing for capital improvements to the system’s facilities, including the Waste and Recovery Center, and the Rainier and Rochester Drop-Box Facilities.

1.7 It is in the public interest for the City and the County to enter into the new, restated Agreement.

Section 2. Agreement Authorized. The [City Manager/Mayor] is hereby authorized to execute the Agreement for Thurston County Solid Waste Management, and Solid Waste Management Plan and Hazardous Waste Plan Updates, which agreement shall be in substantial conformity with the Agreement attached hereto as Exhibit A and incorporated herein by this reference.

Section 3. Administration. The [City Manager/Mayor] is hereby authorized to implement such administrative actions and procedures as may be necessary to carry out the directives of this Resolution.

Section 4. Ratification and Confirmation. Any actions of the City or its officers prior to the date thereof and consistent with the terms of this resolution are ratified and confirmed.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval.

The foregoing Resolution was ADOPTED by the City Council of the City of Tenino, Washington, at a regular open public meeting thereof this _____ day of _____, _____.

Mayor

ATTEST:

[City] _____ City Clerk

INTERLOCAL AGREEMENT FOR THURSTON COUNTY
SOLID WASTE MANAGEMENT, AND SOLID WASTE MANAGEMENT PLAN AND
HAZARDOUS WASTE PLAN UPDATES
BETWEEN THURSTON COUNTY AND CITY OF TENINO

WHEREAS, RCW 35.21.152 recognizes the City’s authority over solid waste handling, including the authority to designate disposal sites for solid waste collected within its boundaries. RCW 35.21.152 also authorizes the City to enter contracts with the County for purposes of solid waste handling; and

WHEREAS, The County owns, operates and manages solid waste handling programs and system (collectively “System”) under Chapter 36.58 RCW. RCW 36.58.040 recognizes the County’s authority over solid waste handling, including the authority to designate disposal sites for solid waste collected within its boundaries. RCW 36.58.040 also authorizes the County to enter contracts with the City for purposes of solid waste handling; and

WHEREAS, The Solid Waste Management Act, Chapter 70A.205 RCW, and the Hazardous Waste Management Act, Chapter 70A.300 RCW, provides for cooperative planning among cities and counties. The County and City have participated in the past in the development and implementation of the 2013 Thurston County Comprehensive Solid Waste Management Plan and the integrated County Hazardous Waste Plan (collectively, the “Plan); and

WHEREAS, It is to the mutual advantage of the County and the City and their citizens to contract to provide for continued, integrated solid waste and hazardous waste management planning and solid waste programs, including the designation of solid waste handling systems and facilities;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed:

1. AGREEMENT. THIS INTERLOCAL AGREEMENT FOR THURSTON COUNTY SOLID WASTE MANAGEMENT, AND SOLID WASTE MANAGEMENT PLAN AND HAZARDOUS WASTE PLAN UPDATES (“Agreement”) is made and entered into by and between Thurston County, a political subdivision of the State of Washington (“County”) and the City of Tenino, a Washington municipal corporation (“City”). The County and City are each a “Party” and collectively the “Parties” to this Agreement. The Parties agree as follows. The above-recitals and findings are hereby incorporated in this Agreement by this reference.

2. PURPOSE. The purpose of this Agreement is to authorize the County under chapters 70A.205 and 70A.300 RCW to prepare and adopt updates to the Plan with the participation of the City, and for the County to provide certain solid waste management planning and handling services.

3. FINANCING, FUNDS AND BUDGET.

3.1 The costs of Plan administration and implementation shall be through the County Solid Waste Fund (“Fund”). The Fund is established by the County and maintained through user *Intergovernmental Agreement with City of Tenino for the Thurston County Solid Waste Management Plan and Hazardous Waste Plan Updates*

fees, grants, gifts, loans and other lawful funding sources as outlined in the Plan. The Fund is dependent on the support of the City through this Agreement. The County shall maintain the Fund as a dedicated fund within the County budget. All revenues and expenditures in connection with the Plan subject to this Agreement shall be budgeted and accounted for through this Fund.

3.2 The County may from time-to-time adopt by motion, resolution or ordinance, such rates and charges necessary to recover all costs of the County's solid waste planning, management and handling activities, including for solid waste processing and disposal, defense and payment of claims, capital improvements, landfill closure and post closure costs, waste reduction, recycling and public education relating to solid waste handling, waste reduction and recycling.

4. SOLID WASTE AND HAZARDOUS WASTE MANAGEMENT PLAN ADMINISTRATION.

4.1 The County shall provide solid waste planning and management services for solid waste generated within the City. The County shall plan for hazardous waste planning and management within the City. The County shall serve as the planning authority for the Plan, except for such planning that is the responsibility of federal or state governments. The City shall participate in the Plan, as may be updated from time-to-time. Under RCW 70A.205.040(3) and RCW 70A.300.350, the City authorizes the County to include in the Plan provisions for the management of solid waste and hazardous waste generated within the City.

4.2 After adoption of the Plan by the County following the process under Chapters 70A.205 and 70A.300 RCW, and by the City pursuant to this Agreement, the County shall administer the Plan and shall have full authority to implement solid and hazardous waste management programs and services consistent with the Plan, for the City and the residents within the City boundaries. County management shall be conducted in conformance with all state and federal laws and regulations. Notwithstanding the foregoing, the County has no responsibility for the regulation or management of solid waste collection within the City corporate limits, or for hazardous waste handling or disposal. The County may maintain a program for collection and disposal of hazardous household substances.

5. EDUCATION. The County shall provide support and technical assistance to the City for educational resources and materials related to waste reduction and recycling strategies.

6. SOLID WASTE DISPOSAL. The County shall continue to provide for the efficient disposal of solid waste generated within the unincorporated areas of the County and the City, consistent with the Plan. The County shall be the operating authority for processing, transfer and disposal of solid waste generated within the unincorporated areas of the County and the City. The County shall not be responsible for solid waste that has been eliminated through recycling activities consistent with the Plan and lawfully permitted.

7. FLOW CONTROL. The City shall by ordinance designate the County system for the disposal of all solid waste generated and/or collected within the City. The City authorizes the County to designate disposal sites for the disposal of solid waste. No solid waste generated or collected within the City shall be diverted from the County's designated disposal site(s)

without the County's prior approval. PROVIDED, HOWEVER, the City may continue to deliver or direct all residential, multi-family, mixed-use, and commercially generated recyclable and compostable materials to any permitted or permit exempt material recovery or composting facility that is operating consistent with all applicable laws. The designation of the County for solid waste disposal shall not otherwise affect the City's control over solid waste collection.

8. ENFORCEMENT. The County shall have primary responsibility for enforcement of laws and regulations requiring solid waste disposal at sites designated by the County. The City shall cooperate with County in enforcement efforts, and by ordinance shall provide that it is a violation of City law to dispose of waste outside of the System without County approval. When legally feasible, the County shall bring enforcement actions to relating to solid waste handling under this Agreement Sections 7 and 8. However, when the County lacks legal authority to bring an enforcement action, the County may request in writing that the City bring such an enforcement action. The County shall provide all such information as may be necessary to support the action. The City shall comply with such a request or otherwise take action to ensure that all solid waste generated and/or collected within the City is disposed at the County designated disposal site(s). The County shall pay all reasonable attorney fees and costs incurred by the City in taking such enforcement actions.

9. ACCOUNTING. The County shall maintain accounts for the solid waste management program and the hazardous waste program in accordance with the requirements of the Washington State Auditor. Authorized representatives of the City shall have the right to inspect the accounting concerning the County solid and hazardous waste management programs at any reasonable time.

10. PROPERTY. Title to all property acquired with funds from the Fund shall vest in the County. In the event of sale of any property acquired using the Fund, the proceeds from the sale shall be deposited in the Fund or as otherwise required or permitted by law, regulation, grant or contract.

11. INSURANCE AND INDEMNIFICATION.

11.1 Consistent with its management responsibilities under this Agreement, the County shall maintain public liability insurance with limits in accordance with standard practice for its solid waste system, programs and operations.

11.2 The County hereby indemnifies and holds harmless the City and shall defend the City against any claims for personal injury or property damage arising out of the County's management and operations of the solid waste system, including those set out in the Plan. The County's indemnification, hold harmless, or defense obligations under this Section do not apply to any claims arising out of the actions of the City or any activities under a City's control.

12. GENERAL.

12.1 No Third Party Beneficiaries. This Agreement shall not benefit any person who is not a Party, and there are no third party beneficiaries of this Agreement.

12.2 Governing Law; Venue. This Agreement is governed by the laws of the State of Washington. The venue for any action arising out of or relating to this Agreement shall be the Superior Court of Washington for Thurston County.

12.3 Effect on Preceding Contract. This Agreement, upon its execution by the Parties, supersedes any prior Intergovernmental Agreement for the Thurston County Comprehensive Solid Waste Management Plan and Hazardous Waste Management Plan, or related agreement.

12.4 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. Any written or verbal agreements that are not set out in this agreement are expressly excluded.

12.5 No Separate Legal Entity Created; No Property to Be Jointly Held. No separate legal entity is created by this Agreement. In carrying out this Agreement, the Parties will not jointly acquire, hold, or dispose of real or personal property. Any real or personal property used by a Party in carrying out this Agreement remains the property of that Party.

12.6 Recording. Prior to its entry into force, the County shall file this Agreement with the Thurston County Auditor's Office.

13. DEFINITIONS.

13.1 "County drop box facilities" means the Rainier Drop-Box Facility located at 13010 Rainier Acres Road, Rainier, Washington, the Rochester Drop-Box Facility located at 16500 Sargent Road, Rochester, Washington, and such other drop box facilities designated from time to time by the County or in the SWMP as facilities for the placement of a detachable container to receive solid waste from off site, including the area adjacent for necessary entrance and exit roads, unloading and turn around areas.

13.2 "County transfer stations" means the Thurston County Waste and Recovery Center transfer station located at 2420 Hogum Bay Road Northeast, Lacey, Washington, and such other transfer station facilities designated from time to time by the County or in the SWMP as facilities for receipt of solid waste from off-site from persons or route collection vehicles for consolidation into transfer vehicles, vessels or containers for transport to a solid waste handling facility.

13.3 "Department" means the Thurston County Department of Public Works, or such other department or division of County government as may be designated from time-to-time.

13.4 "Director" means the Director of the Department, or designee.

13.5 "Ecology" means the Washington Department of Ecology.

13.6 "Hazardous Waste Management" means the management and handling of certain material under Chapter 70A.300 RCW. "Hazardous waste" means the following, as set forth in RCW 70A.300.010, as now or hereafter amended:

Intergovernmental Agreement with City of Tenino for the Thurston County Solid Waste Management Plan and Hazardous Waste Plan Updates

13.6.1 "Hazardous household substances" means those substances identified by Ecology as hazardous household substances in the guidelines developed by Ecology.

13.6.2 "Hazardous substances" or "hazardous materials" means those substances or materials identified as such under regulations adopted pursuant to the federal hazardous materials transportation act, the toxic substances control act, the resource recovery and conservation act, the comprehensive environmental response compensation and liability act, the federal insecticide, fungicide, and rodenticide act, the occupational safety and health act hazardous communications standards, and the state hazardous waste act.

13.6.3 "Moderate risk waste" means (a) any waste that exhibits any of the properties of dangerous waste but is exempt from regulation under chapter 70A.300 RCW solely because the waste is generated in quantities below the threshold for regulation and (b) any household wastes that are generated from the disposal of substances identified by Ecology as hazardous household substances.

13.7 "Inert waste" means the following solid waste if it has not been tainted, through exposure from chemical, physical, biological or radiological substances, such that it presents a threat to human health or the environment greater than that inherent to the material: cured concrete, asphaltic materials, brick and masonry, ceramic materials produced from fired clay or porcelain, glass and stainless steel and aluminum, or as otherwise authorized for disposal at an inert waste facility as described in WAC 173-350-410.

13.8 "Participating City" means any city or the City that authorizes the County to prepare its solid waste management plan for inclusion in the SWMP, including any city that may in the future participate in preparing a joint plan for solid waste management, and any city or town that participates in the system.

13.9 "Person" means an individual, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation or any other entity whatsoever, including any affiliate that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such person.

13.10 "Solid waste" or "wastes" means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to MSW, garbage, rubbish, ashes, commercial waste, industrial wastes, demolition and construction wastes, inert wastes, abandoned vehicles or parts thereof, recyclable materials, and unrecovered residues from reclamation operations. See WAC 173-350-021 to determine if material is a solid waste.

13.11 "Solid waste" or "wastes" means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, construction and demolition wastes, land-clearing wastes, inert wastes, abandoned vehicles or parts thereof, contaminated soils, contaminated dredged materials, recyclable materials, and unrecovered residues from reclamation operations.

13.12 "Solid waste handling" means the storage, collection, transportation, treatment, utilization, processing and final disposal of solid waste. See WAC 173-350-100 for expanded definition.

13.13 "System" means the comprehensive County-wide system or systems of solid waste handling, and any successor solid waste system or systems, established under chapter 36.58 RCW and other state laws, which includes without limitation the operation and maintenance of the system disposal sites under this chapter, the regulation of solid waste handling facilities under Title 15 TCC, the SWMP and the rules and regulations of the Board of Health, and the designation of system disposal sites for, and the method or methods of transfer and disposal of, all solid waste generated and collected in the system areas, as established, designated, identified or otherwise provided by the County.

13.14 "System areas" means all unincorporated areas of the County, all incorporated areas of the participating cities and towns and, subject to separate agreement with the County, the areas of any other local government entities.

13.15 "System disposal sites" means the County transfer stations, the County drop box facilities and such other sites designated from time to time by the County or the SWMP as disposal sites of the system.

13.16 "Thurston County Code" or "TCC" is the codification of County ordinances.

14. EFFECTIVE DATE; TERM; EXECUTION. This Agreement shall be in force and remain in effect from the date of the last signature from each of the City and County ("Effective Date"). The Agreement term is to the earlier of twenty (20) years from the Effective Date or the Agreement's amendment or replacement by a new agreement. This Agreement has been executed by each Party on the date set forth below.

THURSTON COUNTY

CITY OF TENINO

Tye Menser

Wayne Fournier

Chairman, Board of County
Commissioners

Mayor

Date: _____

Date: _____

Intergovernmental Agreement with City of Tenino for the Thurston County Solid Waste Management Plan and Hazardous Waste Plan Updates

ATTEST:

ATTEST:

Amy Davis

City Clerk

Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JON TUNHEIM

PROSECUTING ATTORNEY

By: _____

Rick Peters

City Attorney

Deputy Prosecuting Attorney

Solid Waste Management Plan

Mission Statement

Thurston County and participating jurisdictions provide citizens with efficient, reliable, and affordable solid waste collection, handling, recycling and disposal services in order to improve the quality of life while protecting and preserving human health, environmental quality, and natural resources.

Goals

Infrastructure & System

- Manage waste in a cost-effective manner that promotes, in order of priority, waste reduction, reuse and recycling.
- Enhance and improve the overall efficiency of waste and recyclables collection and transfer.
- Build the infrastructure needed to provide maximum recycling and waste diversion opportunities.
- Ensure collection infrastructure is flexible and adaptable to changing recycling and waste diversion practices.
- Ensure the County solid waste system is in full compliance with the appropriate rules and regulations.

Economic Sustainability

- Manage waste as a resource to increase local job opportunities and support economic development.
- Consider environmental impacts to climate, air, water and land that are associated with waste generation, transportation, handling, recycling and disposal.
- Ensure County's solid waste system has an equitable and sustainable funding mechanism.
- The County's development community is aware of and invested in less wasteful and more sustainable building and development practices.
- In the County, edible food is eaten and inedible food is composted or processed into other value-added products.

Education

- Encourage people in the County to act on the basis of their understanding of the societal, environmental, health, and financial impacts of their consumption and disposal choices. This includes their impact on climate change.
- Encourage people and businesses to make responsible choices about what they produce and consume, and what they generate as waste.

Outside Influences

- Manage waste in a manner that promotes Washington State's waste management priorities presented in Ecology's Moving Washington Beyond Waste and Toxics document.
- Promote and support life cycle product stewardship and industry advancements in packaging standards that lead to less waste generation.
- Support changes to federal and State regulations and policies that support increased recycling opportunities and waste diversion.
- Incorporate principles of equity of social justice into solid waste system planning.

Recommendations

Collection, Transfer & Disposal

- Continue to require MSW to be routed through the County-owned facilities.
- Review and update County Ordinance 13696 related to residential recycling collection.
- The WARC, Rainier Drop-Box Site, and Rochester Drop-Box Site will comprise the designated disposal system.
- Implement proposed improvements to the County facilities to ensure high-quality service delivery in a fiscally responsible manner.
- Issue a Request for Proposals for operations, maintenance, transportation and disposal to ensure continuation of solid waste services at the County facilities.
- Monitor developments and progress in waste processing and conversion technologies utilized and support the continued use of landfill gas to energy operations at the disposal site.

Solid Waste Management Plan

Recommendations (continued)

- Proposals for disposal facilities, anaerobic digestion, incinerators and other waste conversion technologies should be evaluated for Plan consistency, cost to benefits and environmental compliance.

Education & Outreach

- Refresh educational materials and harmonize messaging throughout communications tools.
- Refresh residential food waste prevention campaigns.
- Collaborate with the certificated hauler to develop and implement a residential education program.
- Enhance the multi-family toolkit and provide targeted technical assistance.
- Promote business technical assistance.
- Continue to support school waste reduction and recycling strategies and develop measurement metrics.
- Provide education for reducing Construction & Demolition debris prevention and diversion.
- Adopt a Contamination Reduction Outreach Plan (CROP).

Waste Reduction, Recycling & Organics

- Adopt the updated list of designated materials & maintain it through updates.
- Focus recycling and diversion efforts on organics, glass, mixed paper and waste streams.
- Conduct a waste composition study to provide data for tracking and analysis.
- Continue to provide support for recycling at public events.
- Expand recycling drop-off opportunities.
- Support private sector programs, forums, etc. to facilitate material exchanges.
- Increase promotion of existing reuse programs.

- Promote and support food collection and distribution programs in the County.
- Support the Thurston Climate Adaptation Plan, and additional climate action plans adopted by local jurisdictions, through programs that target a reduction in landfill waste, transportation, improved handling methods, and recycling.

Special Wastes

- Continue to dispose special wastes through a cooperative effort.
- Monitor Environmental Protection Agency (EPA) and Washington State guidance regarding pharmaceutical waste and implement changes as needed to comply with the statewide medicine take-back program.
- Promote proper reuse, recycling and disposal of Construction & Demolition debris.
- Implement the After-Action Report – Improvement Plan developed as part of the Thurston County Debris Management Plan.

Administration, Financing and Enforcement

- Consider additional funding strategies that can be implemented by the County directly and independently from other alternatives.
- Adopt a county-wide flow control ordinance for MSW to promote consistent service and funding levels for management of the solid waste facilities.
- Adopt interlocal agreements between the County and the cities and towns to provide for flow control of MSW.
- Develop a dashboard report to centralize solid waste data and make accessible to the public.
- Conduct a rate study to ensure rates are covering system costs at an adequate level.

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