

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, April 11, 2023 at 7:00 PM

Agenda

WORK SESSION

CALL TO ORDER

AGENDA APPROVAL

1. Agenda for the Regular Meeting of the 4/11/23.

Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

- [2.](#) Meeting Minutes for 3/28/2023

Recommended Action: Motion to approve 3/28/2023 meeting minutes as presented.

CONSENT CALENDAR

- [3.](#) Consent Calendar consisting of March 29, 2023 through April 11, 2023:

Payroll EFT's in the amount of \$176,153.71 Claims Checks #31304 through #31343 and EFT's in the amount of \$97,421.46

for a grand total of \$237,575.17

Liquor Cannabis License: Tenino Food Mart

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

EXECUTIVE SESSION

4. Review Performance of public employee

Recommended Action: None, discussion only.

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

NEW BUSINESS

5. TIB Chip Seal Project. TIB shall pay 94.9998 percent of approved eligible project costs up to the amount of \$275,885, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below. City Attorney has reviewed this agreement.

Recommended Action: Motion to approve agreement with TIB

RESOLUTIONS

ORDINANCES

REPORTS

6.
 - 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
7.
 - 1) Civil Service Commission
 - 2) Façade Improvement Grant Review Committee
 - 3) Finance Committee
 - 4) Planning Commission
 - 5) Public Safety Committee
8.
 - 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

9. 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

2.

File Attachments for Item:

2. Meeting Minutes for 3/28/2023

Recommended Action: Motion to approve 3/28/2023 meeting minutes as presented.

**City Council Meeting
Tuesday, March 28, 2023**

Minutes

WORK SESSION

Mayor Fournier convened the work session at 7:00 pm with

PRESENT

Councilmember Linda Gotovac
Councilmember Elaine Klamn
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Rachel Davidson.

1. Affordable Housing Tax uses

Recommended Action: None, Discussion Only

Mayor Fournier advised the use of the Housing Tax and let Council know this will be on the next couple of work sessions to get additional information. Discussion only.

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

2. Agenda for the Regular Meeting of the 3/28/23.

Recommended Action: Motion to approve the agenda 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.

APPROVAL OF MINUTES

3. Meeting Minutes for 3/14/2023

Recommended Action: Motion to approve 3/14/2023 meeting minutes as presented.

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.

CONSENT CALENDAR

4. Consent Calendar consisting of March 15, 2023 through March 28, 2023:

Payroll EFT's in the amount of \$33,116.81

Claims Checks #31281through #31303 and EFT's in the amount of \$148,720.28

for a grand total of \$181,837.09

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

None

PUBLIC HEARING

None

PROCLAMATIONS

5. Proclamation for Child Abuse Prevention Month

Recommended Action: Motion to approve Proclamation for Child Abuse Prevention month.

Mayor Fournier read into record the Proclamation and asked for a motion.

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.

OLD BUSINESS

None

NEW BUSINESS

6. CDBG Agreement for Quarry Pool funding. This agreement has been reviewed by the City Attorney.

Recommended Action: motion to approve agreement.

This agreement is for Phase 2 of the QP funding.

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.

7. Change order for Quarry House

Recommended Action: Motion to approve change order for Quarry House project.

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.

8. Tenino Eagles has requested to be added to the Agenda to discuss a Building Permit

Recommended Action:

Forest Bergren asked on behalf of the Eagles for the costs to be cut. After much discussion the costs in full, stand.

9. Agreement for The Rants Group for backup consultation when the city's primary broker isn't available, or a second opinion is needed. The city incurs a cost only if services are used. This agreement has been reviewed by the City Attorney.

Recommended Action: Review and motion to approve Agreement.

Motion made by Councilmember Gotovac, Seconded by Councilmember Lawton.

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

Motion carries 5/0.

10. Resignation of Planning Commissioner Cory Mounts

Recommended Action: Motion to accept Commissioner Corey Mounts Resignation.

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.

RESOLUTIONS

None

ORDINANCES

None

REPORTS

11. 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

1) Chamber of Commerce: Councilmember Gotovac reported on behalf of George Sharp and stated the Spring Fair Market was a huge success. The next Chamber meeting will be 4/19/2023.

3) South Thurston Economic Development Initiative (STEDI): Councilmember Gotovac reported their next meeting will be held Friday 4/21/2023.

4) ARCH Commission: Councilmember Klamn reported they held a meeting last week to go over the drawings submitted for the Arts project. They selected all drawings that followed the rules of the project and now will be judged for the final ones to be hung along the streets.

12. 1) Civil Service Commission

2) Façade Improvement Grant Review Committee

3) Finance Committee

4) Planning Commission

5) Public Safety Committee

3) Finance Committee: They held a meeting last week and went over the budget to date with positive results.

4) Planning Commission: Commissioner Mounts has turned in his resignation.

13. 1) Chief of Police

2) Director of Public Works

3) City Planner

4) Code Enforcement/Building Inspector

5) PARC Specialist

6) City Attorney

7) Clerk/Treasurer

8) Mayor

1) Chief of Police: Chief Auderer reported and read into the record on a "high incident" case that his Officer's assisted with Centralia P.D.

2) Director of Public Works: Director Cannon provided a written report which C/T Scharber read into the record.

4) Code Enforcement/Building Inspector: Code Enforcement Officer Durand reported on the current update of the Washington Street abatement issue. Chief Auderer followed up with reporting that he is currently collecting the City's expenses on this matter to be invoiced to the owner of the property.

7) Clerk/Treasurer: C/T Scharber read her written report into the record.

8) Mayor: Mayor Fournier stated public works has started on the clean up of the Quarry Pool and still hoping for a 4th of July opening date.

14. 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

1) Bucoda/Tenino Healthy Action Team (BTHAT): Councilmember Lawton reported that they have not had a meeting lately due to illnesses. The next meeting is scheduled to be held on 4/19 with a potluck parents dinner.

4) Tenino School Board: Councilmember Davidson reported the Girl's Softball team is doing very well. The Track and Field meet is on 3/29/23 as well as Senior Night. Youth Fast Pitch parents will be holding a spaghetti feed at the Eagles on Friday night. Next week is Spring Break for the schools.

7) Legislature: Councilmember Gotovac stated the bill regarding small City's lot splits will close tomorrow.

PUBLIC COMMENTS 2

None

ANNOUNCEMENTS

None

ADJOURNMENT

Mayor Fournier adjourned the meeting at 8:30 pm.

File Attachments for Item:

3. Consent Calendar consisting of March 29, 2023 through April 11, 2023: Payroll EFT's in the amount of \$176,153.71 Claims Checks #31304 through #31343 and EFT's in the amount of \$97,421.46 for a grand total of \$237,575.17 Liquor Cannabis License: Tenino Food Mart **Recommended Action:** Move to approve the consent calendar as presented.

NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD
 License Division - P.O. Box 43098
 Olympia, WA 98504-3098
 Customer Service: (360) 664-1600
 Fax: (360) 753-2710
 Website: <http://lcb.wa.gov>

RETURN TO: localauthority@sp.lcb.wa.gov

TO: 3400R OF TENINO/CITY OF TENINO

RE: ASSUMPTION
 From R.A.P. CORP.
 Dba TENINO 76 FOOD MART

DATE: 3/30/23

APPLICANTS:

SDK1 LLC

SHARMA, ASHOK
 1960-04-24

SHARMA, SANJOGTA
 1962-10-25

License: 368396 - 20 County: 34
 UBI: 605-123-543-001-0001
 Tradename: TENINO FOOD MART
 Loc Addr: 397 SUSSEX AVE W
 TENINO WA 98598

Mail Addr: 397 AVE W
 TENINO WA 98598

Phone No.: 360-402-7375 ASHOK SHARMA

Privileges Applied For:
 GROCERY STORE - BEER/WINE

As required by RCW 66.24.010(8), the Liquor and Cannabis Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you **need information on SSN, contact our CHRI desk at (360) 664-1724.**

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

Consent Calendar April 11, 2023 consisting of:

- **Payroll EFT's in the amount of \$176,153.71**
- **Claims Checks #31304 through #31343 in the amount of \$97,421.46**

for a total of \$273,575.17

a) Liquor & Cannabis License:

(\$118,576.50 is due to catching up with our software program of payments already made for personnel retirement and insurance costs).

CHECK REGISTER

03/29/2023 To: 04/11/2023

Time: 15:35:29 Date: 04/11/2023

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1008	04/11/2023	Claims	5	31340	Voyager Fleet System	2,909.47	
1009	04/11/2023	Claims	5	31341	WA State Treasurer	1,718.36	
1010	04/11/2023	Claims	5	31342	DES-Criminal Justice WSCJTC	100.00	
1011	04/11/2023	Claims	5	31343	Wilson Parts Corporation	20.58	
						<hr/>	
		001 General Government Fund #001				168,012.96	
		002 Quarry Pool Fund #002				1,237.68	
		101 City Street Fund #101				7,912.72	
		310 Municipal Capital Imp Fund 310				39,453.54	
		401 Water Fund				14,025.57	
		410 Sewer Fund				42,932.70	
						<hr/>	
						Claims:	97,421.46
						273,575.17 Payroll:	176,153.71

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: 15:35:29 Date: 04/11/2023

03/29/2023 To: 04/11/2023

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
946	04/06/2023	Payroll	5	EFT	WA State Dept of Retirement Systems	9,536.14	Pay Cycle(s) 01/20/2023 To 01/20/2023 - PERS II; Pay Cycle(s) 02/05/2023 To 02/05/2023 - PERS II
947	04/06/2023	Payroll	5	EFT	WA State Dept of Retirement Systems	4,588.30	Pay Cycle(s) 01/20/2023 To 02/05/2023 - LEOFF II
949	04/06/2023	Payroll	5	EFT	WA State Dept of Retirement Systems	14,495.68	Pay Cycle(s) 03/20/2023 To 03/20/2023 - LEOFF II; Pay Cycle(s) 12/01/2022 To 12/31/2022 - PERS II; Pay Cycle(s) 04/05/2023 To 04/05/2023 - LEOFF II; Pay Cycle(s) 04/05/2023 To 04/05/2023 - PERS II
955	04/07/2023	Payroll	5	EFT	WA State Dept of Labor & Industries	6,303.28	1ST Quarter L&I: 01/01/2023 - 03/31/2023
972	04/11/2023	Claims	5	31304	911 Supply - Keizer	6.60	
973	04/11/2023	Claims	5	31305	ALS Group USA, Corp	233.00	
974	04/11/2023	Claims	5	31306	Access Security	533.51	
975	04/11/2023	Claims	5	31307	American Fence Rental LLC	244.94	
976	04/11/2023	Claims	5	31308	Cintas Corporation	136.21	
977	04/11/2023	Claims	5	31309	City of Tumwater	5,631.00	
978	04/11/2023	Claims	5	31310	Corporate Payment Systems	7,146.90	
979	04/11/2023	Claims	5	31311	Correct Equipment	8,270.73	
980	04/11/2023	Claims	5	31312	Day Wireless Systems	386.46	
981	04/11/2023	Claims	5	31313	Flohawks	907.50	
982	04/11/2023	Claims	5	31314	Brent L Gibbs	37.30	
983	04/11/2023	Claims	5	31315	H D Fowler Co	1,332.65	
984	04/11/2023	Claims	5	31316	Highwire, Inc	29,685.88	
985	04/11/2023	Claims	5	31317	J & I Power Equip	195.60	
986	04/11/2023	Claims	5	31318	Joes Refuse	1,336.09	
987	04/11/2023	Claims	5	31319	Law Office of Richard L. Hughes PLLC	6,152.50	
988	04/11/2023	Claims	5	31320	Lewis County Chemical	70.14	
989	04/11/2023	Claims	5	31321	Mahlen Investments II Inc DBA Actionaire	483.75	
990	04/11/2023	Claims	5	31322	Miles Sand And Gravel Company	2,535.24	
991	04/11/2023	Claims	5	31323	Mountain Mist Water	46.98	
992	04/11/2023	Claims	5	31324	Pitney Bowes	1,005.00	
993	04/11/2023	Claims	5	31325	Promotions NOW	1,443.18	
994	04/11/2023	Claims	5	31326	Puget Sound Energy	7,850.01	
995	04/11/2023	Claims	5	31327	Quill	51.73	
996	04/11/2023	Claims	5	31328	RTS Enviromental LLC	5,500.00	
997	04/11/2023	Claims	5	31329	Scheibmeir, Kelly & Nelson PS	1,203.77	
998	04/11/2023	Claims	5	31330	Securitas Technology	190.80	
999	04/11/2023	Claims	5	31331	South Sound Interpreting & Srvc	89.65	
1000	04/11/2023	Claims	5	31332	Tenino Marketfresh	1,595.92	
1001	04/11/2023	Claims	5	31333	Tenino Telephone Co	1,870.55	
1002	04/11/2023	Claims	5	31334	City Of Tenino	1,619.42	
1003	04/11/2023	Claims	5	31335	Thurston Co Emergency Mgt	269.47	
1004	04/11/2023	Claims	5	31336	Thurston Co Treasurer	219.45	
1005	04/11/2023	Claims	5	31337	Tyler Rental - Chehalis	3,568.95	
1006	04/11/2023	Claims	5	31338	Utilities Underground Location	9.03	
1007	04/11/2023	Claims	5	31339	Verizon Wireless (Cell)	813.14	

CHECK REGISTER

City Of Tenino

Time: 15:35:29 Date: 04/11/2023

03/29/2023 To: 04/11/2023

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
892	04/05/2023	Payroll	5	EFT	Robert A Auderer	2,549.87	
893	04/05/2023	Payroll	5	EFT	Christopher A Backus	1,862.01	
894	04/05/2023	Payroll	5	EFT	Veronica A Barnes	2,111.12	
895	04/05/2023	Payroll	5	EFT	Troy LK Cannon	2,844.84	
896	04/05/2023	Payroll	5	EFT	Rene Durand	2,122.43	
897	04/05/2023	Payroll	5	EFT	Brent L Gibbs	2,655.47	
898	04/05/2023	Payroll	5	EFT	Drew Johnson	2,413.35	
899	04/05/2023	Payroll	5	EFT	Aaron Lee	2,153.37	
900	04/05/2023	Payroll	5	EFT	Alec C McClelland	2,094.51	
901	04/05/2023	Payroll	5	EFT	Cole Plaja	1,878.77	
902	04/05/2023	Payroll	5	EFT	Jason M Plaja	2,577.41	
903	04/05/2023	Payroll	5	EFT	Derrick Prosser	2,024.79	
904	04/05/2023	Payroll	5	EFT	Jessica Reeves-Rush	1,492.10	
905	04/05/2023	Payroll	5	EFT	Maria Rodriguez	1,962.27	
906	04/05/2023	Payroll	5	EFT	Jennifer N Scharber	2,301.91	
907	04/05/2023	Payroll	5	EFT	Courtney N Sheldon	1,464.85	
908	04/05/2023	Payroll	5	EFT	Rachel L Davidson	137.62	
909	04/05/2023	Payroll	5	EFT	Wayne R Fournier	1,305.83	
910	04/05/2023	Payroll	5	EFT	Linda Gotovac	229.37	
911	04/05/2023	Payroll	5	EFT	Effie E Klamm	229.37	
912	04/05/2023	Payroll	5	EFT	Jason A Lawton	137.62	
913	04/05/2023	Payroll	5	EFT	John J O'Callahan	229.37	
919	03/31/2023	Payroll	5	EFT	Timberland Bank	44,919.64	941 Deposit for Pay Cycle(s) 02/05/2023 - 02/05/2023; 941 Deposit for Pay Cycle(s) 02/20/2023 - 02/20/2023; 941 Deposit for Pay Cycle(s) 03/05/2023 - 03/05/2023; 941 Deposit for Pay Cycle(s) 03/20/202
938	04/05/2023	Payroll	5	EFT	AWC Benefits Trust	22,731.18	Pay Cycle(s) 01/20/2023 To 01/20/2023 - AWC Disability; Pay Cycle(s) 01/20/2023 To 01/20/2023 - AWC; Pay Cycle(s) 02/20/2023 To 02/20/2023 - AWC; Pay Cycle(s) 02/20/2023 To 02/20/2023 - AWC Disability
941	04/05/2023	Payroll	5	EFT	Timberland Bank	12,143.12	941 Deposit for Pay Cycle(s) 04/05/2023 - 04/05/2023
942	04/05/2023	Payroll	5	EFT	WA State Dept of Retirement Systems	11,047.72	Pay Cycle(s) 12/20/2022 To 12/20/2022 - LEOFF II; Pay Cycle(s) 12/20/2022 To 12/20/2022 - PERS II; Pay Cycle(s) 12/20/2022 To 12/20/2022 - Deffered Comp; Pay Cycle(s) 12/31/2022 To 12/31/2022 - LEOFF;
945	04/06/2023	Payroll	5	EFT	WA State Dept of Retirement Systems	13,610.40	Pay Cycle(s) 02/20/2023 To 02/20/2023 - LEOFF II; Pay Cycle(s) 02/20/2023 To 02/20/2023 - PERS II; Pay Cycle(s) 03/05/2023 To 03/05/2023 - LEOFF II; Pay Cycle(s) 03/05/2023 To 03/05/2023 - PERS II

File Attachments for Item:

5. TIB Chip Seal Project. TIB shall pay 94.9998 percent of approved eligible project costs up to the amount of \$275,885, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below. City Attorney has reviewed this agreement.

Recommended Action: Motion to approve agreement with TIB



Project Funding Status Form

Agency Name: **TENINO**
Project Name: **2023 Lewis and Thurston Bundle**
Multiple Locations

TIB Project Number: **2-W-977(001)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
TENINO	14,521	
WSDOT	0	
TOTAL LOCAL FUNDS	14,521	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title



City of Tenino
2-W-977(001)-1
2023 Lewis and Thurston Bundle
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Tenino
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2023 Lewis and Thurston Bundle, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Tenino, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 94.9998 percent of approved eligible project costs up to the amount of \$275,885, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name



Lewis/Thurston Bundle FAQ

1. What is the Lewis/Thurston Bundle project?

TIB continuously looks for modernizing business practices by improving and looking for innovative practices to better serve local agencies. Rather than providing several smaller preservation and maintenance grants, TIB would like to support one larger project with the effort of obtaining lower bid prices related to economy of scale. This effort should save tax dollars and provide a larger impact to the pavement condition of the local streets.

2. Which agencies are included in this effort?

The TIB Board has approved invitations to the following small cities to participate:

- | | | | |
|-------------|----------|----------|------------|
| • Winlock | • Vader | • Toledo | • Napavine |
| • Mossyrock | • Bucoda | • Tenino | • Rainier |



5. What agency will lead this effort?

Napavine will be the lead agency which includes consultant management, advertising the project for bids, construction management, invoicing participating agencies, and general project management.

4. How do participating agencies support the lead agency?

Participating agencies should:

- Sign TIB Fuel Tax Agreement as soon as possible to ensure your agency is included in the project.
- Enter into an Interlocal Agreement with the lead agency.
- Respond to the lead agency or representative consultant in a timely manner to ensure not to delay the project.
- Provide community engagement to inform citizens of the upcoming work and requirements to remain off affected streets until they are properly ready for traffic.
- Ensure all vehicles are removed prior to the contract working schedule.

5. How does the funding get distributed?

The construction contract will be between the lead agency and the contractor. The plans and estimates will be separated by separate schedules for each agency. The lead agency will invoice the participating agencies for the contract work and project management (administrative fee). The participating agency will request reimbursement of approved funds from TIB and pay the invoice to the lead agency in a timely manner.

6. What is the local agency match requirements?

Each agency will be required to provide the minimum local match as required in WAC 479-10-160.

7. What is the anticipated timeline?

March 24- Board approved funding

ASAP- Participating agencies to sign Fuel Tax Agreement with TIB for funding. If this is not completed before PS&E final review, the agency will be removed from the project.

ASAP- Participating agencies sign an Interlocal Agreement with the lead agency. If this is not completed before PS&E final review, the agency will be removed from the project.

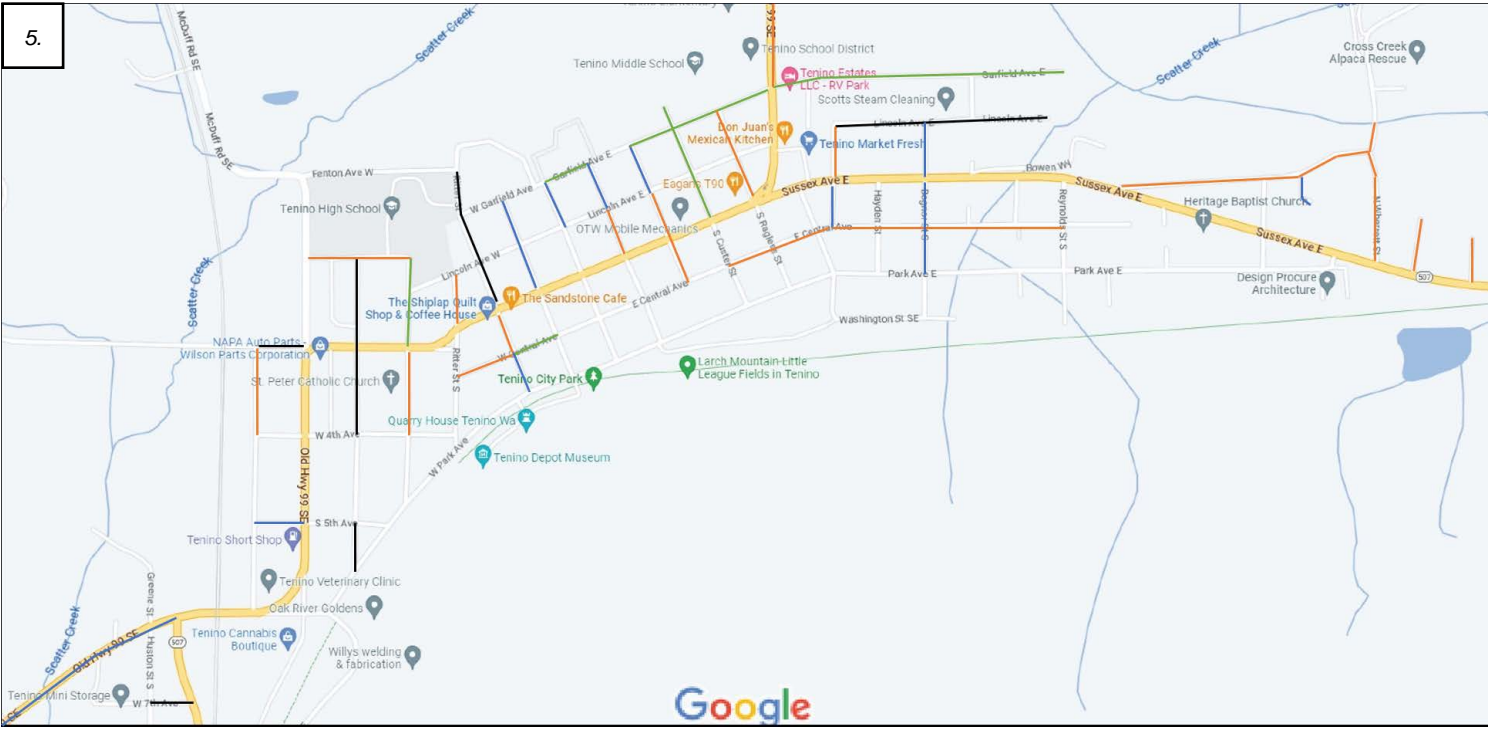
April 11- Plans ready for review.

April 14- All comments due by 5:00 pm to consultant

April 18- Advertisement

May 9- Bid Opening

June-August- Construction



VICINITY MAP
NTS



CHIP SEAL



SCRUB SEAL



CRACK SEAL



MAYBE



CHIP/SCRUB

CITY OF TENINO
TIB Chip Seal

JACKSON CIVIL

704 E MAIN, STE 103
PO BOX 1748
BATTLE GROUND, WA
98604-4687

P: (360) 723 - 0381
WWW.JACKSONCIVIL.COM

DATE: 03/07/2023



C000

26

BID PROPOSAL

**CITY OF TENINO
2023 CHIP SEAL**

2023 CHIP SEAL

Bid No.	Bid Item	Bid Quantity	Unit Bid Price	Bid Amount
1.	Mobilization, Clean Up, and Demobilization (SS 1-09.7)	1 LS	\$ 25,500	\$ 25,500
2.	Project Temporary Traffic Control (SP 1-10.5)	1 LS	\$ 5,000	\$ 5,000
3.	Chip Seal	37,057 SY	\$ 3.75	\$ 138,964
4.	Scrub Seal	9,973 SY	\$ 6.00	\$ 59,838
5.	Pavement Repair	2,200 SF	\$ 7.00	\$ 15,400
6.	Crack Seal	29,226 LF	\$ 0.80	\$ 23,381
7.	Striping	2,791 LF	\$ 1.00	\$ 2,791
8.	Crosswalk	320 SF	\$ 5.00	\$ 1,600
9.	Stop Bar	500 LF	\$ 12.50	\$ 6,250

Total Bid Amount

\$ 278,800