

# City of Tenino

149 Hodgen Street South  
Tenino, WA 98589

**City Council Meeting**  
**Tuesday, May 14, 2024 at 6:30 PM**

## **Agenda**

### **WORK SESSION**

1. 6:30 pm Review of 5/14/2024 Council Agenda
- [2.](#) Council Priorities
  - Habitat for Humanity
  - Fire Inspector
  - Police Weapon Surplus
  - Mid-Year Council Retreat
  - Council Roles and Responsibilities
3. Discussion of 5/21/2024 Council Draft Agenda

### **CALL TO ORDER**

4. Flag Salute

### **AGENDA APPROVAL**

5. Agenda for the Regular Meeting of the 5/14/24.

**Recommended Action:** Motion to approve the agenda as presented.

### **APPROVAL OF MINUTES**

- [6.](#) Meeting Minutes for 4/23/2024

**Recommended Action:** Motion to approve 4/23/2024 meeting minutes as presented.

### **CONSENT CALENDAR**

- [7.](#) Consent Calendar April 24, 2024 through May 14, 2024 consisting of

Payroll EFT's in the amount of \$85,806.38

Claims checks #32341 through #32385 in the amount of \$197,118.64

for a grand total of \$282,925.02

Liquor Cannabis License: Mill Lane Winery

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

## EXECUTIVE SESSION

### PRESENTATIONS

8. Tenino School District Superintendent Clint Endicott

**Recommended Action:** None, Presentation only

### PUBLIC COMMENTS

### PUBLIC HEARING

### PROCLAMATIONS

- [9.](#) Bicycle Month

**Recommended Action:** Motion to approve Bicycle month proclamation.

### OLD BUSINESS

### NEW BUSINESS

- [10.](#) GMA Periodic Update Grant

**Recommended Action:** Motion to approve GMA Periodic Update Grant

- [11.](#) HEAR Award

**Recommended Action:** Motion to accept the HEAR Award.

- [12.](#) Ag Park Change Order 2 N. Bldg Ag

**Recommended Action:** Motion to approve Change order #2 for North Building at Ag Park.

### RESOLUTIONS

### ORDINANCES

- [13.](#) Ordinance 930

**Recommended Action:** Motion to accept first reading of Ordinance 930

### REPORTS

#### 14. Outside Agency

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**

**15. Committees/Commissions**

**1) Civil Service Commission**

**2) Façade Improvement Grant Review Committee**

**3) Finance Committee**

**4) Planning Commission**

**5) Public Safety Committee**

**6) Public Works Committee**

**16. Staff**

**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**

**17. Liaisons**

**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) Thurston County Commissioner's Office**

**8) Legislature**

**PUBLIC COMMENTS 2**

**ANNOUNCEMENTS**

**ADJOURNMENT**

**File Attachments for Item:**

2. Council Priorities

Habitat for Humanity

Fire Inspector

Police Weapon Surplus

Mid-Year Council Retreat

Council Roles and Responsibilities

David Watterson

Mayor, City of Tenino

04/16/2024

Dear David,

I hope this letter finds you well. I am writing on behalf of South Puget Sound Habitat for Humanity to express our interest in exploring the opportunity to build affordable homes on parcels within the Tenino area. Specifically Parcels #09280007000, 7490381301, 09280017000 and 69902100200 possible land swap.

It has been presented to us that the City of Tenino may be in a position to provide these parcels to Habitat for the purpose of building affordable housing. Let this letter confirm that South Puget Sound Habitat for Humanity is interested in this offer. We would have to do our due diligence on the feasibility of the land and we have other project ahead of this in our pipeline.

We are excited about the possibility of partnering with the City of Tenino to address the need for affordable housing in our area, and we believe that together, we can make a meaningful difference in the lives of families in need.

Sincerely,

*Greg Laura*

Greg Laura

Chief Operating Officer

South Puget Sound Habitat for Humanity

Ph. 360-859-4656

Email [greg@spshabitat.org](mailto:greg@spshabitat.org)

**File Attachments for Item:**

6. Meeting Minutes for 4/23/2024

**Recommended Action:** Motion to approve 4/23/2024 meeting minutes as presented.

## City Council Meeting Tuesday, April 23, 2024

### Minutes

#### WORK SESSION

Mayor Watterson convened the work session at 6:30 pm with

#### PRESENT

Councilmember Linda Gotovac  
Councilmember Elaine Klamn  
Councilmember John O'Callahan  
Councilmember Jason Lawton  
Councilmember Jeff Eisel

1. 6:30 pm Review of 4/23/2024 Council Agenda

Discussion only

2. Council Priorities

B&O Penalties

Mayor Watterson is still working on and will bring to Council when completed.

3. Discussion of 5/14/2024 Council Draft Agenda

Mayor Watterson would like to add to the presentations, Clint Endicott, from the School District on how they plan to conserve water.

#### CALL TO ORDER

Mayor Watterson convened the work session at 7:30 pm with

#### PRESENT

Councilmember Linda Gotovac  
Councilmember Elaine Klamn  
Councilmember John O'Callahan  
Councilmember Jason Lawton  
Councilmember Jeff Eisel

4. Flag Salute

#### AGENDA APPROVAL

5. Agenda for the Regular Meeting of the 4/23/24.

**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 Eisel.

Motion passes 5/0.

## **APPROVAL OF MINUTES**

### 6. Meeting Minutes for 4/9/2024

**Recommended Action:** Motion to approve 4/09/2024 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 Eisel.

Motion passes 5/0.

## **CONSENT CALENDAR**

### 7. Consent Calendar April 10, 2024 through April 23, 2024 consisting of

Payroll EFT's in the amount of \$49,622.88

Claims checks #32298 through #32340 in the amount of \$292,620.04

for a grand total of \$342,242.92

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 Eisel.

Motion passes 5/0.

## **EXECUTIVE SESSION**

None

## **PRESENTATIONS**

### 8. VFW Officer of the Year

**Recommended Action:** Motion to accept VFW officer of the year recognition.

Michael Stockey from the VFW presented to Maria Rodriguez the Public Safety Employee of the Year award as nominated by Chief Auderer and Officer's.

**PUBLIC COMMENTS**

None

**PUBLIC HEARING**

None

**PROCLAMATIONS**

None

**OLD BUSINESS**

9. Quarry Pool Update

**Recommended Action:** None, Information only

PW Director Cannon provided pictures of the progress as the pool for Mayor and Council. He is hoping to be able to open the pool by the 1st of June weather permitting. June 22nd will be Family Fun Day with free entry to the pool.

**NEW BUSINESS**

10. Fee waiver request from the Quarrymen Car club

**Recommended Action:** Motion to approve or deny request.

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

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

Motion passes 5/0.

11. Change order for Ag Park North Bldg. HVAC & Plumbing

**Recommended Action:** Motion to approve Change order as presented.

Motion made by Councilmember Gotovac, Seconded by Councilmember Eisel.

After much discussion regarding the change order's amount and mistake accountability. Mayor Watterson suggested a special meeting after finding out the questions prior to the next meeting so as not to delay the progress of the building.

Voting Nay: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion denied 0/5.

**RESOLUTIONS**

None

## ORDINANCES

None

## REPORTS

### 12. Outside Agency

- 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

**4) ARCH Commission:** Councilmember Gotovac reported that Joyce, Linda McKinney, Jessica and herself met to discuss the mural on the wall of the Library as well as the parks mural. She also spoke with Travis at Hedden's Pharmacy for a possible mural, he will have to get back to them.

### 13. Committees/Commissions

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

**3) Finance Committee:** Councilmember Klamn reported the City is in sync with where it should be in the finance dept at this time. The audit report for 2023 is to be filed with the State by May 29, 2024 at which time there will be a more accurate update to the budget.

### 14. Staff

- 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 Officer McClelland put together a power point on the effects of Fentanyl for the High School as requested by the school which they liked. Our Officer was the first on scene of the shooting at the Old Hwy 99 Bar & Grill, 2 suspects were detained. The city has seen an up kick in sex crimes both adult and children. They held a commercial vehicle event with the State today. He has had a request for speeding enforcement around the City and is looking into additional funding from the State for additional units to help.

**2) Director of Public Works:** Director Cannon reported on the pool progress. He has been in contact with the Dept of Health and is working with them. They are working on moving the art project donated from the front of the park to the roundabout on the new trail with a bench added. Last weekend was Earth Day clean up in the park with a great turnout. The Park Ave overlay project goes out to bid on May 8th.

**3) City Planner:** They have had a couple open meetings for the Park Master Plan. Mayor Watterson will bring the results to the council.

**4) Code Enforcement/Building Inspector:** Inspector Durand reported the last 2 weeks he has been in training with the ICC and has obtained his commercial mechanical certificate. The fire suppression application has been approved for the North Building at the Ag Park. A new manufactured home has been set up at 1098 Old Hwy 99. He is working with the new T90 Gym with their inside framing and remodel. He has not had any new code enforcement issues lately.

**7) Clerk/Treasurer:** C/T Scharber reported we will be advertising for a Supervisor for the summer months of the pool opening to be in charge of the lifeguards, scheduling and money taking. She attended the Commissioner's meeting with Mayor Watterson in Yelm. She is applying for a grant through the EB.

**8) Mayor:** He would like to have suggestions on water usage inserts for the next water bills. He attended Little League kick off, had a great time with a great turn out. He attended the Earth Day clean up. He is going to be setting up a meeting Troy and the Chief for a plan for catastrophic issues that the City can assist with.

**15. Liaisons****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) Thurston County Commissioner's Office****8) Legislature**

**3) TCOMM/911:** Maria Rodriguez reported TCOMM has implemented a new program called Smart 911 in where families can submit to the 911 Center any identifying concerns with the household to their phone number in case they are unable to speak.

**8) Legislature:** Councilmember Gotovac reported she received notice our district will be changed from the 20th district to the 2nd district.

**PUBLIC COMMENTS 2**

None

**ANNOUNCEMENTS**

None

**ADJOURNMENT**

Mayor Watterson adjourned the meeting at 7:55 pm.

**File Attachments for Item:**

7. Consent Calendar April 24, 2024 through May 14, 2024 consisting of Payroll EFT's in the amount of \$85,806.38

Claims checks #32341 through #32385 in the amount of \$197,118.64

for a grand total of \$282,925.02

Liquor Cannabis License: Mill Lane Winery

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



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

**RECEIVED**

MAY 14 2024

**CITY OF TENINO**

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



Washington State  
Liquor and Cannabis Board  
PO Box 43098

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

May 06, 2024

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

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

1) Objection to License Renewal

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

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

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

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

2) Status of License While Objection Pending

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

3) Procedure Following Licensing Division Receipt of Objection

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

4) Procedure if Board Does Not Renew License

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

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

5) Procedure if Board Renews License Over Your Objection

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

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

Sincerely,

*Rebecca Smith*

Rebecca Smith, Director,  
Licensing and Regulation Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 05/06/2024

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20240831

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. VILLEGAS-GARCIA INC	LOS COMPADRES MEXICAN RESTAURANT 312 SUSSEX AVE TENINO WA 98548 9262	082636	SPIRITS/BR/WM REST SERVICE BAR
2. FERRIS, DEANA J FERRIS, DAN W	MILL LANE WINERY 16607 BUCODA HWY SE TENINO WA 98589 9537	409799	DOMESTIC WINERY < 250,000 LITERS

**Consent Calendar April 24, 2024 through May 14, 2024 consisting of:**

- **Payroll EFT's in the amount of \$85,806.38**
- **Claims Checks #32341 through #32385 in the amount of \$197,118.64.**

**for a grand total of \$282,925.02**

**a) Liquor & Cannabis License:**

**CHECK REGISTER**

City Of Tenino

Time: 15:37:55 Date: 05/14/2024

04/24/2024 To: 05/14/2024

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1656	05/14/2024	Claims	5	32381	Utilities Underground Location	9.24	
1657	05/14/2024	Claims	5	32382	Voyager Fleet System	5,891.52	
1658	05/14/2024	Claims	5	32383	WA State Auditor	2,503.80	
1659	05/14/2024	Claims	5	32384	WA State Treasurer	696.51	
1660	05/14/2024	Claims	5	32385	Wilson Parts Corporation	50.62	
						95,300.20	001 General Government Fund #001
						5,465.92	002 Quarry Pool Fund #002
						9,659.09	101 City Street Fund #101
						125,825.37	310 Municipal Capital Imp Fund 310
						8,799.50	401 Water Fund
						33,261.19	410 Sewer Fund
						4,613.75	421 Sewer Capital Improvement Fund
						282,925.02	Claims: 197,118.64 Payroll: 85,806.38

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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
Clerk/Treasurer

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

**CHECK REGISTER**

City Of Tenino

Time: 15:37:55 Date: 05/14/2024

04/24/2024 To: 05/14/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1618	05/14/2024	Claims	5	32343	Advanced Electrical Technologies	4,575.68	
1619	05/14/2024	Claims	5	32344	Kylie L Anderson	75.00	
1620	05/14/2024	Claims	5	32345	Colleen Casey	150.00	
1621	05/14/2024	Claims	5	32346	Cintas Corporation	136.46	
1622	05/14/2024	Claims	5	32347	Corporate Payment Systems	6,661.28	
1623	05/14/2024	Claims	5	32348	Correct Equipment	711.61	
1624	05/14/2024	Claims	5	32349	DPI Legal & Classified Publishing	138.65	ITB- Park Avenue Overlay; Public Notice- May 7, 2024
1625	05/14/2024	Claims	5	32350	Daily Journal Of Commerce	642.60	Park Avenue Overlay 4/24 & 5/01
1626	05/14/2024	Claims	5	32351	Annette Diamond	150.00	
1627	05/14/2024	Claims	5	32352	Rene Durand	540.84	
1628	05/14/2024	Claims	5	32353	Elite Mechanical Services	59,821.03	
1629	05/14/2024	Claims	5	32354	Sarah Gaden	277.20	
1630	05/14/2024	Claims	5	32355	Gibbs & Olson Inc	57,037.73	Park Ave Grind & Overlay; Quarry Pool Eval; Ag Park N Bldg Improvements
1631	05/14/2024	Claims	5	32356	Scott & Tara Jaksha	150.00	
1632	05/14/2024	Claims	5	32357	Joe Enbody	800.00	
1633	05/14/2024	Claims	5	32358	Joes Refuse	1,493.01	PD; 16402 Old Hwy 99 SE; Library; 16402 Old Hwy 99; 149 Hodgden St S; 418 Wichman St S- QH, PW, City Park; Tenino Library Garbage; PD Garbage
1634	05/14/2024	Claims	5	32359	Trina M Kinney	150.00	
1635	05/14/2024	Claims	5	32360	Lewis County Chemical	465.03	
1636	05/14/2024	Claims	5	32361	Ira & Gretchen Maki	75.00	
1637	05/14/2024	Claims	5	32362	Miles Sand And Gravel Company	102.25	
1638	05/14/2024	Claims	5	32363	Mountain Mist Water	27.76	
1639	05/14/2024	Claims	5	32364	Pitney Bowes	1,025.98	
1640	05/14/2024	Claims	5	32365	Public Safety Testing	150.00	
1641	05/14/2024	Claims	5	32366	Puget Sound Energy	6,363.16	Sussex Ave W; Street Lights; TIB Led Conversion- ST Lights
1642	05/14/2024	Claims	5	32367	Quill	504.50	HP Toner, Logitech Computer Speaker, Push Pins.
1643	05/14/2024	Claims	5	32368	RTS Enviromental LLC	5,500.00	
1644	05/14/2024	Claims	5	32369	Right Systems Inc	14,769.83	
1645	05/14/2024	Claims	5	32370	Maria Rodriguez	77.29	
1646	05/14/2024	Claims	5	32371	SCJ Alliance	10,821.25	Ag Park Amendment, Floodplain Regulations, 2024 Planning Services, On-Call Planning Services, Comp Plan Update,
1647	05/14/2024	Claims	5	32372	Scheibmeir, Kelly & Nelson PS	794.70	
1648	05/14/2024	Claims	5	32373	Securitas Technology	206.64	
1649	05/14/2024	Claims	5	32374	Tenino Marketfresh	1,445.62	
1650	05/14/2024	Claims	5	32375	Tenino Telephone Co	1,829.50	
1651	05/14/2024	Claims	5	32376	City Of Tenino	1,630.15	Qh House; City Hall; PW Shop; Old park Restrooms; Old Shop; Park and irrigation; Park sprinklers & concession stand; PD; Pool and Bath house; Depot Museum; Library; WWTP; Waterfall sign
1652	05/14/2024	Claims	5	32377	Thurston Co Public Health & Social Serv	160.00	
1653	05/14/2024	Claims	5	32378	Thurston Co Treasurer	21.06	
1654	05/14/2024	Claims	5	32379	Thurston-Mason Behavior Health Org	150.94	
1655	05/14/2024	Claims	5	32380	TreeTop Products	7,470.20	

## CHECK REGISTER

City Of Tenino

Time: 15:37:55 Date: 05/14/2024

04/24/2024 To: 05/14/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1383	04/24/2024	Payroll	5	EFT	WA State Dept of Labor & Industries	5,497.33	1ST Quarter L&I: 01/01/2024 - 03/31/2024
1392	04/25/2024	Payroll	5	EFT	WA Cares Fund Employment Security Dept	1,476.29	Pay Cycle(s) 01/20/2024 To 01/20/2024 - LTC; Pay Cycle(s) 02/05/2024 To 02/05/2024 - LTC; Pay Cycle(s) 02/20/2024 To 02/20/2024 - LTC; Pay Cycle(s) 03/05/2024 To 03/05/2024 - LTC; Pay Cycle(s) 04/05/2024
1393	04/25/2024	Payroll	5	EFT	Employment Security	1,381.88	Pay Cycle(s) 01/20/2024 To 01/20/2024 - PFML; Pay Cycle(s) 02/05/2024 To 02/05/2024 - PFML; Pay Cycle(s) 02/20/2024 To 02/20/2024 - PFML; Pay Cycle(s) 03/05/2024 To 03/05/2024 - PFML; Pay Cycle(s) 04/
1438	05/05/2024	Payroll	5	EFT	Jeffrey A Eisel	136.86	
1439	05/05/2024	Payroll	5	EFT	Linda Gotovac	182.48	
1440	05/05/2024	Payroll	5	EFT	Effie E Klamn	182.48	
1441	05/05/2024	Payroll	5	EFT	Jason A Lawton	136.86	
1442	05/05/2024	Payroll	5	EFT	John J O'Callahan	228.10	
1443	05/05/2024	Payroll	5	EFT	David A Watterson	1,368.61	
1489	05/05/2024	Payroll	5	EFT	Robert A Auderer	2,785.61	
1490	05/05/2024	Payroll	5	EFT	Veronica A Barnes	2,114.41	
1491	05/05/2024	Payroll	5	EFT	Troy LK Cannon	2,961.17	
1492	05/05/2024	Payroll	5	EFT	Rene Durand	2,144.51	
1493	05/05/2024	Payroll	5	EFT	Brent L Gibbs	2,801.60	
1494	05/05/2024	Payroll	5	EFT	Drew Johnson	2,674.07	
1495	05/05/2024	Payroll	5	EFT	Aaron Lee	2,672.77	
1496	05/05/2024	Payroll	5	EFT	Patrick H Maguire	1,844.65	
1497	05/05/2024	Payroll	5	EFT	Alec C McClelland	2,559.91	
1498	05/05/2024	Payroll	5	EFT	Cole Plaja	1,843.51	
1499	05/05/2024	Payroll	5	EFT	Jason M Plaja	2,857.88	
1500	05/05/2024	Payroll	5	EFT	Jessica Reeves-Rush	1,783.92	
1501	05/05/2024	Payroll	5	EFT	Maria Rodriguez	1,973.41	
1502	05/05/2024	Payroll	5	EFT	Jennifer N Scharber	2,592.94	
1503	05/05/2024	Payroll	5	EFT	Courtney N Sheldon	1,593.77	
1516	05/02/2024	Payroll	5	EFT	Timberland Bank	12,085.29	941 Deposit for Pay Cycle(s) 04/20/2024 - 04/20/2024
1517	05/02/2024	Payroll	5	EFT	Timberland Bank	12,890.54	941 Deposit for Pay Cycle(s) 05/05/2024 - 05/05/2024
1518	05/02/2024	Payroll	5	EFT	WA State Dept of Retirement Systems	410.00	Pay Cycle(s) 04/20/2024 To 04/20/2024 - Deferred Comp
1519	05/02/2024	Payroll	5	EFT	WA State Dept of Retirement Systems	4,206.82	Pay Cycle(s) 04/20/2024 To 04/20/2024 - LEOFF II; Pay Cycle(s) 05/05/2024 To 05/05/2024 - LEOFF II
1520	05/02/2024	Payroll	5	EFT	WA State Dept of Retirement Systems	10,418.71	Pay Cycle(s) 04/20/2024 To 04/20/2024 - PERS II; Pay Cycle(s) 05/05/2024 To 05/05/2024 - PERS II
1616	05/14/2024	Claims	5	32341	ALS Group USA, Corp	835.00	
1617	05/14/2024	Claims	5	32342	AWC	30.00	

**File Attachments for Item:**

9. Bicycle Month

**Recommended Action:** Motion to approve Bicycle month proclamation.

# *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; 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-seven (67) years, and has done so again in 2024, 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 many local businesses is hosting the 37<sup>th</sup> Annual Bicycle Community Challenge during the month of May 2024.

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

*May 2024*  
*Bicycle 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 23<sup>rd</sup> day of April, in the year, two thousand and twenty-four.

\_\_\_\_\_  
Dave Watterson, Mayor

\_\_\_\_\_  
Linda Gotovac, Mayor Pro-Tem

\_\_\_\_\_  
Elain Klamn, Council Member

\_\_\_\_\_  
Jason Lawton, Council Member

\_\_\_\_\_  
John O'Callahan, Council Member

\_\_\_\_\_  
Jeff Eisel, Council Member

**File Attachments for Item:**

10. GMA Periodic Update Grant

**Recommended Action:** Motion to approve GMA Periodic Update Grant



**Interagency Agreement with**

**City of Tenino**

**through**

**Growth Management Services**

**Contract Number:**

**24-63335-048**

**For**

**GMA Periodic Update Grant**  
2025 Jurisdiction (SFY24-SFY25)

**Dated:** Date of Execution

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## Face Sheet

Contract Number: 24-63335-048

**Local Government Division  
Growth Management Services**

<b>1. Contractor</b> City of Tenino Community Development PO Box 4019 Tenino, WA 98589		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Jen Scharber, Clerk/Treasurer (360) 264-2368; <a href="mailto:jscharber@cityoftenino.org">jscharber@cityoftenino.org</a> Dan Penrose, AICP, City Planner (360) 352-1465, ext.156; <a href="mailto:dan.penrose@scjalliance.com">dan.penrose@scjalliance.com</a>		<b>4. COMMERCE Representative</b> Carol Holman Senior Planner (360) 725-2706 <a href="mailto:carol.holman@commerce.wa.gov">carol.holman@commerce.wa.gov</a> PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
<b>5. Contract Amount</b> \$100,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b> Date of Execution
<b>8. End Date</b> June 30, 2025			
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <b>ALN</b> N/A	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV0001495-00	<b>12. UBI #</b> 343-000-396	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> Grant funding to assist City of Tenino with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Budget			
<b>FOR CONTRACTOR</b>   _____ Dave Watterson, Mayor City of Tenino  _____ Date		<b>FOR COMMERCE</b>   _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed **one hundred thousand dollars (\$100,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in Attachment A - Scope of Work and Budget.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-048. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### **State Fiscal Year Compensation**

COMMERCE will reimburse Contractor a maximum of \$50,000 for State Fiscal Year 2024 (July 1, 2023 - June 30, 2024) and a maximum of \$50,000 for State Fiscal Year 2025 (July 1, 2024 - June 30, 2025).

#### **Grant Start Date**

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

#### **Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will

be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

#### Modification of the Project Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachment A,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

### **5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### **6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

### **7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

### **8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget

## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

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

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

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

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor 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 contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, 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.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

## **15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

## **16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

## **17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## 20. **TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

### **Attachment A: Scope of Work and Budget**

<b>Task/Work Item</b>	<b>SFY 2024 Funds</b>	<b>SFY 2025 Funds</b>	<b>Deliverable</b>
Periodic update work plan Anticipated completion date: <b>October 31, 2023</b>	\$1,500	\$0	<ul style="list-style-type: none"> <li>• Periodic update work plan</li> </ul>
Public participation plan including, but not limited to: <ul style="list-style-type: none"> <li>• Planned methods of engagement</li> <li>• Planned engagement events</li> <li>• Schedule</li> <li>• Engagement participants</li> </ul> Anticipated completion date: <b>November 30, 2023</b>	\$3,500	\$0	<ul style="list-style-type: none"> <li>• Public participation plan</li> </ul>
Audit of existing Comprehensive Plan and Development Regulations to determine minimum update needs Anticipated completion date: <b>January 31, 2024</b>	\$5,000	\$0	<ul style="list-style-type: none"> <li>• Completed GMA Comprehensive Plan/Development Regulations Checklist</li> </ul>
Comprehensive plan background and analysis including, but not limited to: <ul style="list-style-type: none"> <li>• Demographics report</li> <li>• Review of relevant City and County plans and policies</li> <li>• Stakeholder orientation interviews</li> <li>• Growth projections and land use needs analysis</li> </ul> Anticipated completion date: <b>March 31, 2024</b>	\$10,000	\$0	<ul style="list-style-type: none"> <li>• Demographics report</li> <li>• Growth projections and land use needs analysis memo</li> </ul>

<p>Draft Comprehensive Plan amendment including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Public engagement</li> <li>• Agency coordination</li> <li>• SEPA review</li> <li>• Implementation strategy</li> <li>• Draft update of existing Comprehensive Plan elements</li> </ul> <p>Anticipated completion date: <b>September 30, 2024</b></p>	\$30,000	\$30,000	<ul style="list-style-type: none"> <li>• Draft Comprehensive Plan</li> <li>• Notification email from Commerce that draft ordinance was submitted for 60-day review</li> </ul>
<p>Adopted Comprehensive Plan amendment including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Public engagement</li> <li>• Planning Commission meetings/workshops</li> <li>• Additional element updates</li> <li>• City Council meetings</li> </ul> <p>Anticipated completion date: <b>January 31, 2025</b></p>	\$0	\$5,000	<ul style="list-style-type: none"> <li>• Adopted Comprehensive Plan</li> <li>• Notification email from Commerce that adopted ordinance was received</li> </ul>
<p>Draft Development Regulations amendment including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Code revisions</li> <li>• Draft ordinance for adoption</li> </ul> <p>Anticipated completion date: <b>March 31, 2025</b></p>	\$0	\$12,000	<ul style="list-style-type: none"> <li>• Draft Development Regulations</li> <li>• Draft ordinance</li> <li>• Notification email from Commerce that draft ordinance was submitted for 60-day review</li> </ul>

<p>Adopted Development Regulations amendment ordinance including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Coordination with Planning Commission for review and recommendations</li> <li>• City Council meetings</li> </ul> <p>Anticipated completion date: <b>May 31, 2025</b></p>	\$0	\$2,000	<ul style="list-style-type: none"> <li>• Adopted Development Regulations Ordinance</li> <li>• Notification email from Commerce that adopted ordinance was received</li> </ul>
<p>Finding that the periodic update required by RCW 36.70A.130(b) is complete</p> <p>Anticipated completion date: <b>June 30, 2025</b></p>	\$0	\$1,000	<ul style="list-style-type: none"> <li>• Resolution finding the periodic update required by RCW 36.70A.130(b) is complete</li> <li>• Notification email from Commerce that adopted ordinance was received</li> </ul>
<b>Total Budget</b>	<b>\$50,000</b>	<b>\$50,000</b>	
Control Number (Total Grant Available)	\$50,000	\$50,000	

**File Attachments for Item:**

11. HEAR Award

**Recommended Action:** Motion to accept the HEAR Award.

## State HEAR Program Award Offer - City of Tenino

Dumas, Aaron (COM) <aaron.dumas@commerce.wa.gov>

Thu 5/2/2024 3:43 PM

To: Jen Scharber <jscharber@cityoftenino.org>

Dear Jen Scharber,

Thank you for applying for funding from the State Home Electrification and Appliance Rebates (HEAR) Program, and thank you for your patience as we have worked through our funding formula.

Based on our funding formula, the total preliminary funding Commerce can award City of Tenino is **\$95,009.**

We apologize that we could not fund your whole request, we received requests for more funding than we have available. More funding may become available later if other awards are not accepted or funding from other areas of the program remains unallocated.

### Next Steps:

- Please respond to this email accepting or declining the award by **5/16/2024**.
- If you accept the award, we will send you the following:
  - A full contract draft with scope of work and budget;
  - A packet of documents that require signature for your organization;
  - Guidance on complying with State Prevailing Wage and Governor's Executive Order 21-02 on Archeological and Historic Preservation.
- If you decline the award, there are no further actions you need to take.

I will be your contract manager with assistance from Luisa Torres. Please do not hesitate to email us at [aaron.dumas@commerce.wa.gov](mailto:aaron.dumas@commerce.wa.gov), [luisa.torres@commerce.wa.gov](mailto:luisa.torres@commerce.wa.gov), or [homerebates@commerce.wa.gov](mailto:homerebates@commerce.wa.gov) if you have questions or need assistance.

We appreciate all the work you are doing in your community, and are very excited to work with you.

Sincerely,

**Aaron Dumas**, LEED AP® O+M | Program Manager  
 Clean Buildings Unit  
 Washington State Department of Commerce  
[Aaron.dumas@commerce.wa.gov](mailto:Aaron.dumas@commerce.wa.gov) | (564) 999-1414

**File Attachments for Item:**

12. Ag Park Change Order 2 N. Bldg Ag

**Recommended Action:** Motion to approve Change order #2 for North Building at Ag Park.

## CHANGE ORDER

(Instructions on reverse side)

No. 2PROJECT: Tenino Ag Park North Building - ElectricalDATE OF ISSUANCE: May 10, 2024 EFFECTIVE DATE: May 15, 2024OWNER: City of TeninoOWNER's Contract No.: N/ACONTRACTOR: Travers Electric, Inc.ENGINEER: Gibbs & Olson, Inc.

You are directed to make the following changes in the Contract Documents.

Install gutter underneath panels and modify service to meet Puget Sound Energy requirements.

Reason for Change Order: Change of scope or work.

This change order includes all direct and indirect costs for labor, equipment, materials and the time required for completion of the work described delivered to the Owner ready for use.

Attachments: (List documents supporting change) : Travers Electric change order proposal 3 and 4.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$ <u>362,135.00</u>	Substantial Completion: <u>150 calendar days</u>
	Ready for final payment: <u>180 calendar days</u>
	days or dates
Net changes from previous Change Order No. <u>1</u> to No. <u>1</u>	Net changes from previous Change Order No. <u>1</u> to No. <u>1</u>
\$ <u>35,294.65</u>	<u>N/A</u>
	days
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$ <u>397,429.65</u>	Substantial Completion: <u>150 Calendar days</u>
	Ready for final payment: <u>180 calendar days</u>
	days or dates
Net Increase of this Change Order	Net Increase (decrease) of this Change Order
\$ <u>17,440.63 including sales tax</u>	<u>60 calendar days</u>
	days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$ <u>414,870.28 including sales tax</u>	Substantial Completion: <u>210 calendar days</u>
	Ready for final payment: <u>240 calendar days</u>
	days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: Paul E. Russell  
Engineer (Authorized Signature)By: \_\_\_\_\_  
Owner (Authorized Signature)By: Michael G. T.  
Contractor (Authorized Signature)

Date: May 7, 2024

Date: \_\_\_\_\_

Date: 5-7-24

## CHANGE ORDER

### INSTRUCTIONS

#### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order may be used.

#### B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

**File Attachments for Item:**

13. Ordinance 930

**Recommended Action:** Motion to accept first reading of Ordinance 930

## ORDINANCE 930

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TENINO AMENDING THE TENINO MUNICIPAL CODE WITHIN THE PUBLIC/SEMI-PUBLIC ZONING DISTRICT.

WHEREAS, the City of Tenino is a code city and is authorized by RCW 35A.63 (Planning and Zoning in Code Cities) to set development standards; and

WHEREAS, the City of Tenino has adopted a comprehensive plan in accordance with RCW 36.70A (the Growth Management Act) and a zoning ordinance that is consistent with that comprehensive plan under RCW 35A.63; and

WHEREAS, Tenino Municipal Code (TMC) 100.30.010 authorizes the City Council to make decisions on zoning code amendments; and

WHEREAS, notice of this proposed change was sent to the Washington State Department of Commerce on March 18, 2024; and

WHEREAS, the City of Tenino reviewed this proposal under the State Environmental Policy Act (SEPA), and issued a Determination of Nonsignificance (DNS) on the proposal on January 22, 2024; and

WHEREAS, the City of Tenino provided notice for a Public Hearing held on these changes in accordance with the standards listed in TMC 18.40.190; and

WHEREAS, the Tenino Planning Commission held a Public Hearing on the matter on February 7, 2024; and

WHEREAS, the Tenino Planning Commission reviewed these changes at their meeting on February 7, 2024 and voted unanimously to recommend that the City Council adopt the proposed changes;

### NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TENINO AS FOLLOWS:

**Section 1. Amend Section TMC 108.40.010** to modify the list of uses on the Use Schedule to add Livestock Processing Facility and require a Conditional Use Permit issued by the City on property zoned Public/Semi-Public.

Use Category	Residential Zones				Nonresidential Zones				Special Purpose Zones		Def/Std
Specific Use	SF-ES	SF	SF-D	MF	C1	C2	C3	I1	P/SP	WT	
<b>Industrial Uses</b>											108.40.090.
Livestock Processing Facility	—	—	—	—	—	—	—	—	C	—	108.30.125.F.

**Section 2. Amend 108.30.125.F.1.** to delete reference to public zoning district and add performance standards for a livestock processing facility.

1. *Farm animals.* The following performance standards apply to farm animals:

e. *Slaughtering.* Farm animals such as cows, sheep, goats, and other livestock are permitted to be slaughtered in any zoning district (~~except public~~) provided that if a firearm is to be used for dispatch of farm animals within the city limits, and prior to the use of a firearm, the city police department shall be notified.

f. *Livestock Processing Facility.* Livestock processing facility uses which involve the production of animal products, or slaughtering of animals to be sold to others, or to be used in making meat products on the same premises, must operate in accordance with county, state and federal health and safety regulations. Examples include fat rendering, meat packing plants, livestock slaughter and processing, slaughterhouses. Facilities shall be designed, located, established and operated in full consideration to their proximity to all adjacent uses, their effect upon adjacent and surrounding properties, to the reduction of noise, odor, dust, and other similar nuisance factors, and in accordance with the following standards:

1. Slaughter of animals shall take place inside a screened, covered area as depicted on a site plan.
2. The main vehicular entrance to the facility must be located on a state highway, county road, or City arterial street. Access shall not be permitted through a residential area.
3. The Conditional Use Permit application submittal shall include a facility management plan which addresses strict conformance with all federal and state laws for the licensing and operation of such facilities. The facility management plan should include, at a minimum:
  - a. Waste disposal plan that is in accordance with all applicable laws and regulations. This is meant to include, but is not limited to, all sewage, processed and unprocessed animal parts, entrails, blood, hides, bones, and wash water. Manure from holding areas shall be removed from the site daily or stored in a manner to control odor consistent with TMC 108.60.060.
  - b. Parking plan showing off-street parking sufficient to handle all customers, employees, trucks, or transport vehicles shall be provided. Parking for all traffic utilizing the business shall be provided for on site, and off public roads and other easements. All loading and unloading areas shall be screened from view from adjacent properties and public streets.
  - c. Noise plan showing that levels shall not exceed City standards found in TMC Section 8.72 and TMC 108.60.040.

- d. Site plan to scale showing exterior storage areas, including animal storage areas, and vehicle and trailer storage and distances to property lines. These setbacks may be increased based on considerations and characteristics of adjacent uses and prevailing wind direction.
- e. Traffic impact analysis that documents potential traffic impacts of the proposed development.
- f. Operational analysis, including maximum area (indoor, outdoor, or combination thereof) for the keeping or slaughtering of animals, hours of operation, expected durations that live animals will be present on the site, and number of employees.

Severability

Effective Date

Adopted this 28 day of May 2024.

Mayor

Attest:

Clerk/Treasurer

**File Attachments for Item:**

**16. Staff**

- 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**





