

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, May 13, 2025 at 6:30 PM

Agenda

WORK SESSION

1. Discussion of 5/27/2025 agenda items to add

CALL TO ORDER

AGENDA APPROVAL

2. Agenda Approval

Recommended Action: Motion to approve the 5/13/2025 agenda as presented.

APPROVAL OF MINUTES

3. Approval of Minutes

Recommended Action: Motion to approve the 4/22/2025 minutes as presented.

CONSENT CALENDAR

4. Consent Calendar for April 22, 2025 through May 13, 2025 consisting of Payroll EFT's in the amount of \$67,085.22 and Claims Checks #33262 through #33305 and EFT's in the amount of \$57,160.89 for a Grand Total of \$124,246.11.

Liquor License Renewals: None

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

EXECUTIVE SESSION

PRESENTATIONS

5. Presentation by Maria Rodriguez police clerk on Police Officer John H Dowies
6. TRPC will hold a presentation on the Regional Transportation Plan

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

7. **Recommended Action:** Move to approve Proclamation for Bicycle Community Challenge for the Month of May.

- 8. Recommended Action:** Move to approve Proclamation for Safe Boating and Paddling Week.

OLD BUSINESS

- 9.** Cascadia Renewables contract

Recommended Action: Motion to approve the contract with Cascadia Renewables.

- 10.** Tenino Creative District Grant Agreement

Recommended Action: Move to approve Mayor Watterson to sign the grant agreement for The Creative District

NEW BUSINESS

11. Authorization to remove Veronica Barnes from all Timberland Bank accounts and add Nancy Reddick as Signer on Timberland Bank Accounts starting 5/15/25.

Recommended Action: Motion to approve removing Veronica Barnes from all Timberland bank accounts and adding Nancy Reddick as a signer on Timberland bank accounts starting 5/15/25.

12. Extending the current contract for the use of the Quarry House for the Lions Club for three years. In Lieu of purchase of the new stove.

Recommended action: Approve Mayor Watterson to extend the current contract with the Lions Club another three years.

- 13.** Tenino Arts Stone City Arts Festival are requesting Mayor and Council to waive the Special Events fee and deposit for the 2025 season.

Recommended Action: Motion to approve waiving the fees for the Tenino Arts Stone City Arts Festival for year 2025.

- 14.** Clerk/Treasurer Reddick requests approval for amended 2025 Budget as follows: see attached

Recommended Motion: Motion to approve the 2025 Budget amendment adding the Old Hy 99 Overlay.

- 15.** Request for Services between Thurston County Dept of Public Works and City of Tenino for the Creative District Sign Install MOU

Recommended Action: Motion to authorize Mayor Watterson to enter into the MOU with TC Public Works for the Creative Sign Installs.

RESOLUTIONS

ORDINANCES

REPORTS

- 16. 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) Timberland Regional Library

17. 13. Committees/Commissions

- 1) Civil Service Commission
- 2) Finance Committee
- 3) Planning Commission
- 4) Public Safety Committee
- 5) Public Works Committee

18. 14. Staff

- 1) Chief of Police
- 2) Director of Public Works
- 3) Code Enforcement/Building Inspector
- 4) PARC Specialist
- 5) Clerk/Treasurer
- 6) Mayor

19. 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

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

3. Approval of Minutes

Recommended Action: Motion to approve the 4/22/2025 minutes as presented.

City Council Meeting Tuesday, April 22, 2025

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. Copy of the agreement for review and any discussion

Discussion changed to the Food Bank. Jody spoke about updates. The mayor explained to the council the lease details.

2. Easement Termination Review

Mayor presented the corrected parcel numbers and completed.

3. Review and Discuss overpayment of B&O taxes.

Mayor presented the Tenino MarketFresh discrepancy in their reporting of B&O taxes. The difference in refunding or giving a credit on their account and the interest. To address and vote next council.

CALL TO ORDER

Mayor Watterson 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 Jeff Eisel

AGENDA APPROVAL

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

4. Approval of Minutes

Recommended Action: Motion to approve the 4/8/2025 minutes as presented.

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

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

Motion passes 5/0.

CONSENT CALENDAR

5. Consent Calendar

Consent Calendar for April 9, 2025 through April 22, 2025 consisting of Payroll EFT's in the amount of \$59,285.35 and Claims Checks #33237 through #33261 and EFT's in the amount of \$61,006.62 for a Grand Total of \$120,291.97

Liquor License Renewals: 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 passed 5/0.

EXECUTIVE SESSION

None

PRESENTATIONS

None

PUBLIC COMMENTS

None

PUBLIC HEARING

None

PROCLAMATIONS

None

OLD BUSINESS

6. Travers EV Chargers change order

Recommended Action: Motion to approve the EV Chargers change order adding additional chargers

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.

NEW BUSINESS

7. Lease and Option to Purchase Agreement Tenino Community Service Center/Food Bank Plus

Recommended Action: Motion to approve Mayor Watterson to sign the Lease Agreement with Tenino Community Service Center/Food Bank Plus.

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.

8. Updated Agreement with Brian von Clück, Building Official

Recommended Action: Motion to approve Mayor Watterson to sign the updated Agreement with Building Official von Clück.

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

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

Motion passes 5/0.

RESOLUTIONS

9. Resolution 2025-04 PW 2005 Chevy Truck

Recommended Action: Motion to approve Mayor Watterson to sign Resolution 2025-04 Surplus of PW 2005 Chevy Truck

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.

ORDINANCES

REPORTS

10. 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) Timberland Regional Library

12. Outside Agency

- 1) Chamber of Commerce: George spoke of Social Meeting at the Sandstone restaurant 5/21/25. Oregon Trail Days planning at Sandstone restaurant on 5/5/25.
- 6) Timberland Regional Library: Mr. Allen reports Books and Bites on 4/24/25 between 5:30-6:30PM. Intergenerational Suncatchers event 4/26/25. Lego Building Day 4/30/25. Getting ready for Summer, the Reptile Lady and Science Theatre to come. It was asked by Councilmember Eisel about an update on if there is a possibility for Movies in the Library. Mr. Allen explained the potential options and costs.

11. 13. Committees/Commissions

- 1) Civil Service Commission
- 2) Finance Committee
- 3) Planning Commission
- 4) Public Safety Committee
- 5) Public Works Committee

13. Committees/Commissions

- 3) Planning Commission: Commissioner Carney gave Comp plan update and confirmed the commissioners terms are correct.
- 5) Public Works Committee: Councilmember Klamn stated there were 180+ participates for Earth Day 2025. Flags will be put up 1st week of May. Flower Baskets will be put up as soon as they are ready. Old fire hydrants will be getting changed out. Outside agency will be assisting in staging Oregon Trail Days along with traffic control and clean up. Water for Farmer's Market has been turned on.

12. 14. Staff

- 1) Chief of Police
- 2) Director of Public Works
- 3) Code Enforcement/Building Inspector
- 4) PARC Specialist
- 5) Clerk/Treasurer
- 6) Mayor

14. Staff

- 1) Chief of Police: Tenino PD busy with DUI's over the weekend. Maria looking into grants.
- 3) Code Enforcement/Building Inspector: 2024 there were 84 permits and 38 open at the new year. Maria and Brian working on lingering 2024 permits, closing up completed ones. There are under a handful open due to work not final. There have been 15 permits opened in 2025.
- 6) Mayor: Mayor Watterson working on the CBDG grant and Solar Grant for the Food Bank.

13. 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

15. Liaisons

- 1) Bucoda/Tenino Healthy Action Team (BTHAT): Medicine Take Back 4/26/25
- 2) Solid Waste Advisory Board: No meeting
- 8) Legislature: 20`15 Grants, 10th percent application for grants. Property tax levy lid to 3%

PUBLIC COMMENTS 2

Carly with Tenino Community Center accounting reported on community impact.

ANNOUNCEMENTS

None

3.

ADJOURNMENT

Meeting adjourned at 7:41 pm.

File Attachments for Item:

4. Consent Calendar for April 22, 2025 through May 13, 2025 consisting of Payroll EFT's in the amount of \$67,085.22 and Claims Checks #33262 through #33305 and EFT's in the amount of \$57,160.89 for a Grand Total of \$124,246.11.

Liquor License Renewals: None

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

Consent Calendar for April 23, 2025 through May 13, 2025 consisting of:

- **Payroll EFT's in the amount of \$67,085.22**
- **Claims Checks #33262 through #33305 and EFT's in the amount of \$57,160.89.**

for a grand total of \$124,246.11

a) Liquor & Cannabis License:

CHECK REGISTER

City Of Tenino

Time: 14:23:18 Date: 05/13/2025

04/23/2025 To: 05/13/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1342	04/24/2025	Claims	5	EFT	WA State DOR	1,808.57	Jan 2025 Excite tax. Paid on 2/26/2025
1343	04/24/2025	Claims	5	EFT	WA State DOR	2,408.50	Feb 2025 Excise Tax. Paid 4/3/2025
1366	04/25/2025	Claims	5	EFT	WA State DOR	2,303.13	March 2025 Excise taxes
1416	05/05/2025	Payroll	5	EFT	Jeffrey A Eisel	136.66	
1417	05/05/2025	Payroll	5	EFT	Linda Gotovac	136.66	
1418	05/05/2025	Payroll	5	EFT	Effie E Klamn	182.22	
1419	05/05/2025	Payroll	5	EFT	Jason A Lawton	136.66	
1420	05/05/2025	Payroll	5	EFT	John J O'Callahan	227.77	
1421	05/05/2025	Payroll	5	EFT	David A Watterson	1,366.68	
1422	05/05/2025	Payroll	5	EFT	Robert A Auderer	2,803.72	
1423	05/05/2025	Payroll	5	EFT	Veronica A Barnes	2,702.55	
1424	05/05/2025	Payroll	5	EFT	Miles Cannon	1,956.30	
1425	05/05/2025	Payroll	5	EFT	Troy LK Cannon	2,966.42	
1426	05/05/2025	Payroll	5	EFT	Jessica Davis	1,767.96	
1427	05/05/2025	Payroll	5	EFT	Brent L Gibbs	2,389.09	
1428	05/05/2025	Payroll	5	EFT	Aaron Lee	3,220.82	
1429	05/05/2025	Payroll	5	EFT	Alec C McClelland	3,834.17	
1430	05/05/2025	Payroll	5	EFT	Cole Plaja	2,058.28	
1431	05/05/2025	Payroll	5	EFT	Jason M Plaja	2,971.77	
1432	05/05/2025	Payroll	5	EFT	Jessica Reeves-Rush	1,334.58	
1433	05/05/2025	Payroll	5	EFT	Maria Rodriguez	2,563.22	
1454	05/02/2025	Payroll	5	EFT	Timberland Bank	12,015.46	941 Deposit for Pay Cycle(s) 04/20/2025 - 04/20/2025
1455	05/02/2025	Payroll	5	EFT	Timberland Bank	11,679.20	941 Deposit for Pay Cycle(s) 05/05/2025 - 05/05/2025
1506	05/07/2025	Payroll	5	EFT	AWC Benefits Trust	10,635.03	Pay Cycle(s) 04/20/2025 To 04/20/2025 - AWC; Pay Cycle(s) 05/05/2025 To 05/05/2025 - AWC To balance with AWC payment need to correct amounts taken
1553	05/13/2025	Claims	5	33262	ALS Group USA, Corp	1,540.00	
1554	05/13/2025	Claims	5	33263	Greg Albrecht	554.29	
1555	05/13/2025	Claims	5	33264	Archaeological Inv NW Inc	6,913.81	RCO COAF ballfield
1556	05/13/2025	Claims	5	33265	Carol Badger	150.00	
1557	05/13/2025	Claims	5	33266	Cintas Corporation	136.46	
1558	05/13/2025	Claims	5	33267	Core & Main	662.85	
1559	05/13/2025	Claims	5	33268	Corporate Payment Systems	408.54	
1560	05/13/2025	Claims	5	33269	Crystal Springs	144.52	
1561	05/13/2025	Claims	5	33270	DPI Legal & Classified Publishing	282.00	
1562	05/13/2025	Claims	5	33271	Alaysha Davis	150.00	
1563	05/13/2025	Claims	5	33272	Dille Law, PLLC	1,664.49	
1564	05/13/2025	Claims	5	33273	Emily Evans	110.00	
1565	05/13/2025	Claims	5	33274	Evergreen Rural Water	225.00	
1566	05/13/2025	Claims	5	33275	Sarah Gaden	243.60	
1567	05/13/2025	Claims	5	33276	GoTo Technologies USA, LLC	623.81	
1568	05/13/2025	Claims	5	33277	H D Fowler Co	1,828.71	
1569	05/13/2025	Claims	5	33278	J & I Power Equip	108.40	
1570	05/13/2025	Claims	5	33279	Joes Refuse	1,476.34	
1571	05/13/2025	Claims	5	33280	LB#1086 Lakeside Industries	542.54	
1572	05/13/2025	Claims	5	33281	LeMay Mobile Shredding	81.85	
1573	05/13/2025	Claims	5	33282	Miles Sand And Gravel Company	1,173.70	
1574	05/13/2025	Claims	5	33283	Northstar Chemical, Inc	710.72	
1575	05/13/2025	Claims	5	33284	Pitney Bowes	1,029.23	

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1576	05/13/2025	Claims	5	33285	Puget Sound Energy	5,289.90	
1577	05/13/2025	Claims	5	33286	RTS Enviromental LLC	5,500.00	
1578	05/13/2025	Claims	5	33287	Nancy Reddick	11.00	
1579	05/13/2025	Claims	5	33288	Right Systems Inc	848.53	
1580	05/13/2025	Claims	5	33289	Matt Russell	600.00	
1581	05/13/2025	Claims	5	33290	Scheibmeir, Kelly & Nelson PS	489.60	
1582	05/13/2025	Claims	5	33291	South Sound Interpreting & Srvcs	90.25	
1583	05/13/2025	Claims	5	33292	T-Mobile	659.45	
1584	05/13/2025	Claims	5	33293	Tenino Marketfresh	541.54	
1585	05/13/2025	Claims	5	33294	Tenino Telephone Co	1,629.31	
1586	05/13/2025	Claims	5	33295	City Of Tenino	1,686.23	
1587	05/13/2025	Claims	5	33296	Thoren Electric, LLC	5,420.06	
1588	05/13/2025	Claims	5	33297	Thurston Co Economic Dev Council	2,500.00	
1589	05/13/2025	Claims	5	33298	Thurston Co Treasurer	31.73	
1590	05/13/2025	Claims	5	33299	USA BlueBook	333.84	
1591	05/13/2025	Claims	5	33300	Utilities Underground Location	46.59	
1592	05/13/2025	Claims	5	33301	Voyager Fleet System	2,130.18	
1593	05/13/2025	Claims	5	33302	WA State Dept Of Ecology	1,125.00	
1594	05/13/2025	Claims	5	33303	WA State Treasurer	539.94	
1595	05/13/2025	Claims	5	33304	Dina Wagner	350.00	
1596	05/13/2025	Claims	5	33305	Wilson Parts Corporation	56.68	

001 General Government Fund #001	65,708.76
002 Quarry Pool Fund #002	347.28
101 City Street Fund #101	4,299.56
310 Municipal Capital Imp Fund 310	12,723.21
401 Water Fund	11,277.92
402 Water Capital Imp Fund	1,828.71
410 Sewer Fund	28,060.67

124,246.11	Claims:	57,160.89
	Payroll:	67,085.22

File Attachments for Item:

5. Presentation by Maria Rodriguez police clerk on Police Officer John H Dowies

Peace Officers Memorial Day falls on May 15 each year to pay tribute to the brave local, state, and federal peace officers who have died or been disabled in the line of duty.

History

1636 - **The First Peacekeepers.** The first peace officers in the United States are documented in Boston — volunteers sign up for a shift on a certain day and at a certain time to look out for fellow citizens engaging in illegal activity. 1789 - **The Earliest Federal Law Agency.** The U.S. Marshals Service is founded to serve the federal court system — they support the federal courts within their judicial districts and carry out orders issued by judges, Congress, or the president. 1962 - **Commemoration Made Official.** President John F. Kennedy signs the bill, commemorating Peace Officers Memorial Day on May 15 annually, into law on October 1, exactly a year after it was authorized by Congress. 1994 - **Flags Flown with Respect.** President Bill Clinton directs, through Public Law 103-322, that the United States flag be flown at half-staff on May 15 to honor the day.

Tenino's Patrolman John H. Dowies



On Wednesday, January 18, 1978, Tenino Police Department Officer John Dowies was assisting another agency by locating a suspect wanted in an earlier disturbance. He knew the suspect and went to his house to talk with him.

A struggle ensued, the suspect gained control of Officer Dowies' service weapon and shot him. The 19 year-old suspect shot Officer Dowies in the side of the head, then straddled over top of him and shot him four more times in the head.

The suspect was sentenced to 7 ½ years in the Walla Walla State Penitentiary.

Officer Dowies is survived by his wife and four children.

File Attachments for Item:

6. TRPC will hold a presentation on the Regional Transportation Plan

Regional Transportation Plan

Tenino City Council | May 13, 2025

Thurston Regional Planning Council: Who are We?

- 50+ years of Regional Planning: 1967-2025
- 23-member intergovernmental board
- Mission: **Provide visionary leadership on regional plans, policies, and issues for the benefit of all Thurston region residents.**
 - Assemble & analyze data
 - Act as convener
 - Build intergovernmental consensus
 - Conduct planning consistent with state and federal requirements



What is the Regional Transportation Plan?

The plan is our regional roadmap for a complete and high-functioning transportation system over the next 25 years

What key takeaways should people know?

- Our region's **planned land use and roadway capacity improvements alone will not be sufficient** to meet regionally adopted targets, goals, or level of service standards.
- **We can still make good progress on our regionally adopted targets and goals**, which will help reduce level of service failures expected in the future.
- Growing population will lead to **increased traffic volumes**. Projects in the RTP will help mitigate vehicle congestion associated with this growth.

What's in the plan?

- 25-year planning horizon
- All transportation modes
- Regional goals and policies
- Recommendations
- Financial forecast
- Future conditions



Areas of emphasis



- Safety
- Equity
- Climate change & greenhouse gas emissions
- Maintaining the system we've already invested in
- Projects that:
 - Continue to enhance transit options
 - Emphasize system efficiency
 - Strategically expand the system
 - Plan for local and state roads as a cohesive system

What regional targets and goals are we striving for?



Reduce traffic fatalities and serious injuries to zero



Increase share of households in urban areas and preserve rural areas



Decrease annual vehicle miles traveled per capita

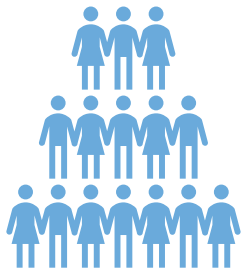


Decrease greenhouse gas emissions



Increase active transportation and transit use

How will the Thurston region change between now and 2050?



106,000+
people



52,000+
jobs

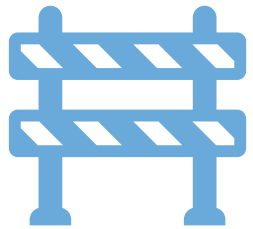


58,000+
housing units



52,000+ living
near transit

How will the Thurston region change between now and 2050?



80 Regional Projects

- 18 miles of new roadways
- 36+ miles of new general purpose lanes and center turn lanes
- 65+ miles of new or rebuilt bicycle and pedestrian facilities
- 29+ miles of new multiuse trails
- 3 new or realigned highway interchanges
- Improved transit facilities and expanded service

Projects in the RTP

CAPACITY PROJECTS

Old Highway 99 Improvements
(Tumwater)

\$22,000,000 Public

TRAIL PROJECTS

Yelm Prairie Line Trail
(Yelm)

\$10,281,000 Public

Yelm-Rainier-Tenino Trail Extension
(Thurston County)

\$6,500,000 Public

Gate-Belmore Trail
(Thurston County)

\$15,000,000 Public

Projects in the RTP

WSDOT PROJECTS & STUDIES

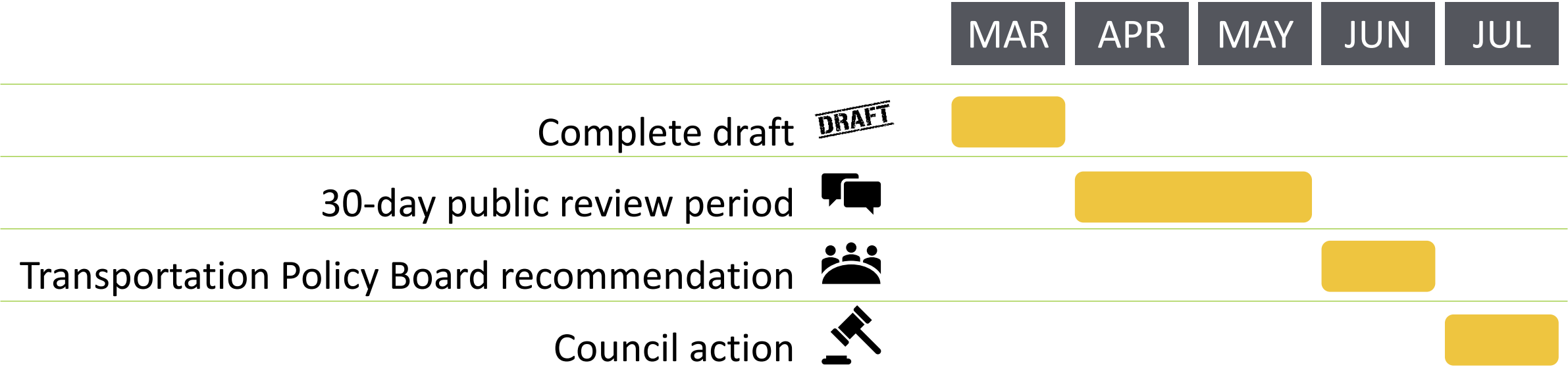
I-5 Hard Shoulder Running	\$15,400,000 Public
SR 510 Yelm Loop – North Section (Y3) Stage 2	\$58,500,000 Public
SR 507/Bald Hills Road to SR 702 Intersection Improvements	\$25,493,000 Public

Projects in the RTP

STUDIES

Emergency Incident Management Detour Route Improvements (TRPC)	\$250,000 Public
Regional Multimodal Level of Service (TRPC)	\$450,000 Public
Regional Trails Work Program (TRPC)	\$100,000 Public per year
Regional Transportation Safety Action Plan (TRPC)	\$415,650 Public
Transportation Resiliency Strategy (TRPC)	\$750,000 Public

Schedule



TRPC
What Moves You
Regional Transportation Plan



**thurston
regional
planning
council**

Katrina Van Every, Transportation Manager

VanEveryK@trpc.org

(360) 956-7575

File Attachments for Item:

7. Recommended Action: Move to approve Proclamation for Bicycle Community Challenge for the Month of May.

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-eight (68) years, and has done so again in 2025, 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 38th Annual Bicycle Community Challenge during the month of May 2025.

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

May 2025
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 THEREOF, signed this 13th day of May, in the year, two thousand and twenty-five.

David Watterson, Mayor

Linda Gotovac, Mayor Pro-Tem

Elaine Klamm, Council Member

Jason Lawton, Council Member

John O’Callahan, Council Member

Jeff Eisel, Council Member

File Attachments for Item:

8. Recommended Action: Move to approve Proclamation for Safe Boating and Paddling Week.

Proclamation

Whereas, An average of 700 people die each year in boating-related accidents in the US, with the vast majority of those accidents caused by human error and poor judgement and not by the boat, equipment, or environmental factors, and

Whereas, A significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets, and

Whereas, The City of Tenino contains several recreational bodies of water, and

Whereas, A large number Tenino’s residents of all ages engage in recreational boating, and

Whereas, The mission of the United States Coast Guard Auxiliary, Division 3, overseeing the south Puget Sound Are, is to promote and improve recreational boating safety by teaching boating safety courses and conducting vessel safety checks,

NOW THEREFORE, I David Watterson, Mayor of the City of Tenino, Washington, the City Council concurring, do hereby proclaim May 17-23, 2025, to be

Tenino Safe Boating and Paddling Week

In our community and encourage all Tenino residents to dedicate themselves to learning about and practicing safe boating, including wearing life jackets.

IN WITNESS THEREOF, signed this 13th day of May, in the year, two thousand and twenty-five.

David Watterson, Mayor

Linda Gotovac, Council Position 1

Elaine Klamn, Council Position 2

John O’Callahan, Council Position 3

Jason Lawton, Council Position 4

Jeff Eisel, Council Position 5

File Attachments for Item:

9. Cascadia Renewables contract

Recommended Action: Motion to approve the contract with Cascadia Renewables.



Solar Plus Storage Construction Owner's Representative Services

Scope of Work

Project Details:

Client Organization: City of Tenino	Project Title: Tenino Food Bank Solar Plus Storage
Site Address: 748 Sussex Avenue West, Tenino, WA, 98589	
Client Contact Name: David Watterson	
Contact Phone: 360.688.6856	Contact Email: dwatterson@cityoftenino.org
CR Project Manager: Callum McSherry	
Phone: 360.441.6210	Email: callum@cascadiarenewables.com

Project Summary:

Cascadia Renewables is pleased to partner with the City of Tenino (hereafter referred to as "the CLIENT") to facilitate the successful implementation of a clean energy project. This collaboration aims to develop and execute a solar, solar plus storage, or microgrid project tailored to meet the CLIENT's specific energy needs, climate, and resiliency goals. Our team will support project coordination, stakeholder engagement, technical oversight, and financial and regulatory guidance throughout this project. Our goal is to streamline the implementation process, mitigate risks, and maximize the value and impact of the clean energy solution for the CLIENT. As the Owner's Representative, Cascadia Renewables will leverage its industry experience and expertise to ensure that the project aligns with the CLIENT's vision and adheres to the highest efficiency, reliability, and safety standards.

Project Phases:

Phase 1: Project Initiation and Planning

Support CLIENT in project initiation, planning, contract negotiations, and administration.

1.01 Client Kickoff Meeting: Organize and facilitate a remote project kickoff meeting with the CLIENT and all key stakeholders. Establish a final detailed project plan outlining tasks, milestones, deliverables, and timelines.

1.02 Financial Planning/Negotiations: Finalize project budget. Negotiate project milestones and reimbursement amounts with the WA State Department of Commerce to minimize the financial impact on CLIENT cash flow while ensuring smooth project completion.

1.03 Contract Administration: Grant administration and quarterly reporting (A19 submissions and project reporting spreadsheet) to the WA State Department of Commerce throughout the project lifecycle.

Phase 1 Deliverables: *Completed contract between CLIENT and Cascadia Renewables. Updated project milestones and grant reimbursement spreadsheet (.XLS). Quarterly DOC reporting, A19 contract submissions (reimbursement requests), and coordination of payment to project partners with CLIENT staff.*

Phase 1 Billing: *50% after contract signing, 50% after final project A19.*

Phase 2: Contractor Engagement and Selection Support

Support a comprehensive RFP process to select a qualified contractor for the project, ensuring alignment with the final system design and project goals.

2.01 Project Product Specifications Development: Create detailed project bid specifications based on the conceptual system design, ensuring clarity and precision for potential bidders. Bid specifications will be consistent with the latest ASCE, ANSI, ETL, IEEE, IEC, IFC, NEC, NEMA, NFPA, OSHA, UL, and WAC Standards.

2.02 Solicitation Criteria and Timeline: Offer recommendations on technical scoring criteria, solicitation timelines, scope, and metrics to foster robust contractor engagement and ensure construction success.

2.03 Contractor Outreach: Engage with potential contractors through targeted outreach efforts, and direct engagement with local qualified contractors to encourage bid submissions.

2.04 Site Walk and Presentation: Facilitate a project presentation and technical site walk for eligible bidding contractors, with participation from at least one Cascadia Renewables Subject Matter Expert (SME), to clarify project details and requirements. Document questions asked on site walk and include them in section 3.05 - Solicitation Q&A.

2.05 Solicitation Q&A Support: Provide technical support for solicitation-related questions and answers, leveraging the expertise of Cascadia Renewables SMEs to ensure clear communication and understanding among all parties.

2.06 Bid Review and Feedback: Conduct a technical review of bids received and provide support to the CLIENT's solicitation team. This review and feedback will provide support specific to the CLIENT's solicitation rules and will be tailored to the CLIENT's goals and objectives.

Phase 2 Deliverables: *Project specifications (PDF), solicitation criteria and timeline recommendations (PDF), contractor outreach summary (email), site walk and presentation notes (email), Q&A support documentation (PDF), bid review/contractor selection scoring as needed (score cards as spreadsheet/PDF).*

Phase 2 Billing: *100% at completion of Phase 2 deliverables.*

Phase 3: Construction Oversight

Oversee the construction process to ensure the installation adheres to the project specifications, quality standards, and performance expectations.

3.01 Contractor Kickoff Meeting: Coordinate and schedule a virtual kickoff meeting with the selected construction contractor and project stakeholders. Align all parties on project goals, timelines, roles, and responsibilities. This meeting will cover the project scope, critical milestones, and communication protocols.

3.02 Construction Project Management Meeting(s): Cascadia Renewables will schedule and facilitate standing virtual construction project management meetings to review project progress, address issues, and ensure alignment among project stakeholders. These meetings will focus on current progress, upcoming tasks, issue resolution, and change management.

3.03 Submittal Review: 60%, 90% and final electrical and construction document review, ensuring compliance with relevant codes, project goals, and quality and safety standards. Additional document review includes site safety plan, emergency response plan, QA/QC plan, and any other documentation dictated by the RFP and bid specifications.

3.04 Pre-Construction Meeting: Coordinate and schedule an on-site pre-construction meeting with the selected construction contractor and subcontractors. Align all parties on project goals, timelines, roles, and responsibilities. This meeting will cover the project scope, critical milestones, and communication protocols.

3.05 Remote Construction Monitoring: Regularly scheduled verification of construction activities and adherence to the project plan through review of contractor progress reports. Document these reviews and report back to the CLIENT staff for alignment with any relevant FOIA reporting requirements.

9. **3.06 QC/QA Site Visit/Construction Verification:** Conduct up to (3) site visits to the project location at predetermined milestones to verify the correct installation of racking, inverters, and modules according to the project specifications and construction documents. Milestones are to be determined in the project kickoff meeting.

3.07 Change Order Management: Review and advise CLIENT on proposed change orders, ensuring they are justified and within budget. Manage the impact of changes on project timeline and budget.

Phase 3 Deliverables: *Meeting minutes, RFI documentation, QA/QC Site visit reports (PDF), Change order review notes, updated project budget/timeline as needed (PDF/email).*

Phase 3 Billing: *50% after submittal review and pre-construction meeting, 50% after final inspection.*

Phase 4: Commissioning Oversight and Performance Verification

Ensure the installed system meets or exceeds initial efficiency, reliability, and performance expectations through comprehensive verification checks at 6 and 12 months post-commissioning.

4.01 Supervision of Commissioning Activities: Oversee commissioning and monitoring system set-up, including functional testing and performance validation. Ensure all system components are tested, calibrated, and fully operational.

4.02 Final QA/QC Report: Conduct final on-site inspection and review contractor's final project submittals to verify project completion and compliance with all requirements. Establish baseline system performance for 6-month and 12-month performance reviews. Prepare punch lists for any remaining work or deficiencies.

4.03 Documentation and Handover: Facilitate the handover of all project documentation, including as-built drawings, operational manuals, and warranties to the CLIENT, ensuring they have all necessary information for operation and maintenance.

4.04 Performance Measurement & Verification: Conduct remote performance measurements and verification checks at 6 and 12 months post-commissioning to assess system reliability and overall performance against expected outcomes.

Phase 4 Deliverables: *Final QA/QC Report (PDF), commissioning oversight report (email/PDF), 6-month performance verification (email/PDF), and 12-month performance verification (email/PDF).*

Phase 4 Billing: *50% after commissioning, 50% at 12-month performance review.*

9. **Project Cost**

Consulting Deliverables	
Phase 1: Project Initiation and Planning	\$5,000.00
Phase 2: Contractor Engagement and Selection Support	\$20,000.00
Phase 3: Construction Oversight	\$20,000.00
Phase 4: Commissioning Oversight and Performance Verification	\$5,000.00
Additional Consulting	
Payment is due upon receipt of the invoice. Hourly Consulting at \$300/hr for any items not listed in the "Consulting Deliverables" section.	
<i>Based on the criteria above and the scope of this project, Cascadia Renewables ensures the scope of this project deliverables will cost:</i>	\$50,000.00

Terms and Conditions

CLIENT agrees to abide by Cascadia Renewable Standard Terms and Conditions, which are available for review [here \(or QR Code to Right\)](#) and are by reference hereby incorporated into the Agreement.



Scope Of Work Approval

Date: _____ Date: _____

Name: _____ Name: _____
 (Print) (Print)

Signature: _____ Signature: _____
 (Cascadia Renewables Signatory) (Client Signatory)

File Attachments for Item:

10. Tenino Creative District Grant Agreement

Recommended Action: Move to approve Mayor Watterson to sign the grant agreement for The Creative District

WASHINGTON STATE ARTS COMMISSION

Program: FY25 Creative District Grants

Contract No. 387-CD25-013

GRANT CONTRACT

THIS CONTRACT is made and entered into by and between the **WASHINGTON STATE ARTS COMMISSION**, 711 Capitol Way S, Suite 600, PO Box 42675, Olympia, WA 98504-2675 hereinafter referred to as the COMMISSION, and

Name:	City of Tenino
Address:	149 Hodgden St S Tenino, WA 98589
Email:	jreevesrush@cityoftenino.org
SWV:	SWV0001495-00
Federal Employer ID:	91-6001514

hereinafter referred to as the GRANTEE.

THE PARTIES MUTUALLY UNDERSTAND AND AGREE AS FOLLOWS:

A. PURPOSE OF GRANT

This Contract sets out the terms and conditions by which the COMMISSION provides a grant to the GRANTEE for the purpose of developing, sponsoring, promoting or administering an activity, project or program which is related to the conservation and development of artistic, cultural and creative resources, and / or the growth of the creative economy of the State of Washington. RCW 43.46 provides the statutory authorization for making the grant. The funding is administered under WAC Title 30.

B. DESCRIPTION OF THE ACTIVITY, PROJECT, OR PROGRAM

GRANTEE shall use funds provided under this **Contract No. 387-CD25-013** solely for the Purpose of developing, sponsoring, and administering a Creative District as certified by the COMMISSION representing the State of Washington.

C. AMOUNT OF GRANT

Total amount provided under this contract: **\$7,500.00**.

1. The Commission provides State Funds in the amount of **\$7,500.00** to the GRANTEE in the following disbursements:
 - a. **Payment #1: \$7,500.00** for the period 7/1/24 – 6/30/25
2. Payments will be made in accordance with the payment schedule set forth in Attachment “B”.

D. CONTRACT PERIOD

Funds are awarded for the period beginning **July 1, 2024 to June 30th, 2025**. The GRANTEE must expend all funds by the ending date of this contract. The GRANTEE shall notify the COMMISSION immediately in writing if any portion of the funds will not be expended by the end of the fiscal year.

E. CONTRACT REPRESENTATIVES

The following shall be the contact persons for all communications and billings regarding the performance of this Contract. Either party shall provide written notification to the other of changes in contract representation.

GRANTEE's Contract Representative:		COMMISSION's Contract Representative:	
Name:	Jessica Reeves Rush	Name:	Aaron Semer
Title:	Lead Administrator	Title:	Creative Districts Manager
Org. Name:	City of Tenino Tenino Creative District	Org. Name:	Washington State Arts Commission – Creative Districts Program
Address:	149 Hodgden St S Tenino, WA 98589	Address:	PO Box 42675 Olympia, WA 98504-2675
Phone:	360-764-0926	Phone:	360-252-9982
E-Mail:	jreevesrush@cityoftenino.org	E-Mail:	aaron.semer@arts.wa.gov

F. LIMITATION OF AUTHORITY

The COMMISSION's Agent shall be the Executive Director of the Washington State Arts Commission. Only the COMMISSION's Agent shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. The Agent may delegate this authority, but such delegation is effective only if in writing. See General Terms and Conditions for Contract Amendment or Modification procedures.

G. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Contract shall be subject to this Contract and its attachments including the following, which by this reference, are made a part of this Contract:

- Attachment A: Scope of Work and Reporting Requirements
- Attachment B: Budget and Payment Schedule
- Attachment C: General Terms and Conditions
- Attachment D: Invoice Voucher

I. ENTIRE CONTRACT

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

J. ANNUAL REPORTS

Every Creative District is required to submit annual reports by August 15th of each year in order to maintain certification as a Creative District by the State of Washington. By signing this grant contract, the Creative District agrees to submit annual reports for each year of certification as a Creative District by the State of Washington.

THIS CONTRACT is executed by the persons signing below who warrant that they have authority to execute this contract.

City of Tenino

WASHINGTON STATE ARTS COMMISSION

(Signature of party authorized to sign for GRANTEE)

Karen J. Hanan, Executive Director

(Printed name of signatory)

Date: _____

(Printed title of signatory)

Date: _____

APPROVED AS TO FORM:

(Signature of Kathryn Wyatt, Assistant Attorney General, State of Washington, July 11, 2013 on file in fiscal office)

GRANT CONTRACT - ATTACHMENT "A"
Scope of Work and Reporting Requirements

Program: FY25 (July 1, 2024 - June 30, 2025) Creative District Grants **Contract No. 387-CD25-013**

GRANTEE: City of Tenino

The GRANTEE agrees that funds shall be received solely for the services and/or reimbursements described here below:

Project Summary:

Tenino has been re-certified as a Creative District by the State of Washington. The Creative District certification is effective for the 5-year period between **4/29/2025** and **4/29/2030**, as specified in Chapter 30-42 WAC.

This grant, effective July 1st, 2024 to June 30th, 2025 is intended to support the development and implementation of the Creative District occurring during the contract period.

Scope of Work:

Completion of Creative District re-certification process, including development of 5-year strategic plan for Creative District.

Allowable Expenses:

Expenses related to the formation and operation of the Creative District, including, but not limited to, salaries, benefits, and program operating costs.

Annual Report Obligations:

Creative District Certification is independent of this funding. Every Creative District is required to submit annual reports by or before August 15th of each year in order as well as comply with other program requirements to maintain certification in good standing as a Creative District by the State of Washington as required under Chapter 30-42 WAC.

Logo Credit:

Grant recipients are required to acknowledge support from the Washington State Arts Commission (ArtsWA) in all online and printed materials and announcements (including media interviews) associated with this grant as follows: "This Creative District is certified by the Washington State Arts Commission." Whenever possible use the ArtsWA logo on any printed, promotional materials related to this grant. ArtsWA will provide the suite of logos to Creative Districts upon acceptance of this grant contract.

ARTSWA

WASHINGTON STATE
ARTS COMMISSION

GRANT CONTRACT - ATTACHMENT "B"
Budget and Payment Schedule

Program: FY25 (July 1, 2024 - June 30, 2025) Creative District Grants

Contract No. 387-CD25-013

GRANTEE: City of Tenino

The GRANTEE agrees that in consideration of **sections A, B, and C** on page 1 of this CONTRACT, that funds as awarded will be paid to the GRANTEE by the COMMISSION with the following terms and conditions:

1. No funds will be paid to the GRANTEE in advance of the contract starting date stated in section D of the CONTRACT.
2. Grant funds can only be spent on the expenses for which COMMISSION funds were committed and described in the *Allowable Expenses* section of *Attachment "A"*.
 - a. Invoice Vouchers will be signed and returned to the COMMISSION along with the signed contract. The Invoice Voucher may not be altered by the GRANTEE.
 - b. When you have completed your scope of work and are ready to be paid, e-mail Aaron Semer with copies of your documentation including materials with the required documentation.
3. The budget is as follows:

Year 1 Grant Funds: **\$7,500.00**

4. Payment Schedule:

Payment 1: **\$7,500.00** for the period 7/1/2024-6/30/2025

GRANT CONTRACT - ATTACHMENT "C"
General Terms and Conditions

Program: Tenino Creative District

Contract No. 387-CD25-013

GRANTEE: City of Tenino

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A. HEADINGS AND DEFINITIONS

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

1. "COMMISSION" shall mean the Washington State Arts Commission, any division, section, office, unit or other entity of the Commission, or any of the officers or other officials lawfully representing that Commission.
2. "Creative District" shall mean a land area designated by a local government and certified by the Commission in accordance with RCW 43.46.105 that contains either a hub of cultural facilities, creative industries, or arts-related businesses, or multiple vacant properties in close proximity that would be suitable for redevelopment as a creative district.
3. "State-certified creative district" means a creative district whose application for certification has been approved by the commission.
4. "AGENT" shall mean the Executive Director, Washington State Arts Commission, and/or the delegate authorized in writing to act on his/her behalf.
5. "GRANTEE" shall mean that Creative District Administrator or administrative entity that has been awarded a grant of funds under this Contract and shall include all designated employees of the GRANTEE.
6. "Local government" means a city, county, or town.

HEADINGS - Headings used in this Contract are for reference purposes only and shall not be considered a substantive part of this Contract.

B. GENERAL CONTRACT TERMS

AMENDMENTS OR MODIFICATION - This Contract may be amended or modified only by mutual consent of the COMMISSION and GRANTEE. To be effective, any amendment or modification must be in writing, signed by all parties, and attached hereto. No oral understanding or agreement binds the parties.

CONFORMANCE - If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

ORDER OF PRECEDENCE - The items listed below are incorporated herein by reference. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State statutes and regulations including applicable Federal and State Executive Orders.
2. Special Terms and Conditions of this Contract, including
 - a. Scope of Work and Reporting Requirements
 - b. Modifications to the General Terms and Conditions
3. General Terms and Conditions
4. All other attachments or material incorporated by reference.

SEVERABILITY - If any provision of this Contract or any provision of any document incorporated by reference is held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

WAIVER OF DEFAULT OR BREACH-- Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver of any default or breach shall not be construed to be a modification of the terms of the Contract.

C. PERFORMANCE AND GENERAL RESPONSIBILITIES

COVENANT AGAINST CONTINGENT FEES - The GRANTEE warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or a bona fide established agent maintained by the GRANTEE for the purpose of securing business. The COMMISSION shall have the

right, in the event of breach of this clause by the GRANTEE, to annul this Contract without liability, or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INDEMNIFICATION – To the fullest extent permitted by law, the GRANTEE shall indemnify defend, and hold harmless the State of Washington, including the COMMISSION and all officials, agents, employees of the State from and against any liability, damages, claims, suits and/or expenses arising out of or resulting from performance of this Contract, including, but not limited to, injury to persons or property, failure to follow applicable law, acts that are libelous or slanderous, and the violation or infringement of any copyright, patent, trademark, trade name or unfair trade practice law. The GRANTEE’s obligation to indemnify, defend, and hold harmless includes any claim by the GRANTEE’s agents, employees, representatives, or any subGRANTEE or its employees. The GRANTEE shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of the GRANTEE.

INDEPENDENT CAPACITY OF GRANTEE This Contract creates an independent GRANTEE relationship. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the COMMISSION or the State of Washington. The GRANTEE and its employees or agents will not hold themselves out as nor claim to be officers or employees of the COMMISSION or of the State of Washington by reason of this Contract and will not make any claim, demand, or application to or for any right or privilege which would accrue to such an officer or employee under law. The COMMISSION shall not control or otherwise supervise the manner in which this Contract is performed.

NONASSIGNABILITY – The GRANTEE shall not assign this Contract, any rights or obligations under this Contract, or any claim arising under this Contract without prior written consent of the COMMISSION.

PUBLICITY/ACKNOWLEDGEMENTS – The GRANTEE shall acknowledge the COMMISSION in all online, printed or oral material and announcements, including in-person interviews with audio, video, or print journalists, which result from this Contract, as follows: “This program is supported in part, by a grant from ArtsWA (the Washington State Arts Commission).”

REPRODUCTION - The GRANTEE relinquishes to the State and its assigns royalty-free, irrevocable, non-exclusive license to make photographic or graphic reproductions or otherwise use data and copyrightable materials that result from this Contract, provided that such use or reproduction shall be only for government purposes. Data shall include, but is not limited to, reports, documents, pamphlets, other printed matter, photographs, and sound recordings. Government purposes shall include, but are not limited to, (1) internal documents such as memoranda and (2) public releases such as advertising, brochures, media publicity and catalogs or other similar publications, social media or other electronic communications, provided that the author or artist is credited. All reproductions of copyrightable material by the State in public releases shall contain a credit to the author or artist where applicable.

SERVICES WITHIN WASHINGTON - The GRANTEE agrees that no funds under this Contract will be used for activities or services outside the State of Washington, without prior authorization of the COMMISSION.

D. COMPLIANCE WITH LAWS, RECORDKEEPING, AND INSPECTION

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35. – The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodation, state and local government services, and telecommunications.

COMPLIANCE WITH APPLICABLE LAW. The GRANTEE shall comply with all applicable and current federal, state, and local laws, regulations, and policies, including all applicable local, state, and federal licensing, accreditation and registratic requirements/standards necessary for the performance of this Contract.

In the event of the GRANTEE’s noncompliance or refusal to comply with any applicable law or policy, the COMMISSION may rescind, cancel or terminate this Contract for cause in whole or in part. The COMMISSION also may declare the GRANTEE ineligible for further grant awards from the COMMISSION.

CONFLICT OF INTEREST. Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMISSION may, by written notice to the GRANTEE, terminate this Contract if it is found after due notice and examination by the COMMISSION that there is a violation of the Ethics in Public Service

Act, Chapter 42.52 RCW, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Contract.

In the event this Contract is terminated as provided above, the COMMISSION shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of contract by the GRANTEE. The rights and remedies of the COMMISSION provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

HAZARDOUS SUBSTANCES. The GRANTEE will defend, protect and hold harmless COMMISSION and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances as defined by state and federal law on the property covered by the project.

NONDISCRIMINATION LAWS – During the performance of this Contract, the GRANTEE shall comply with all federal and state nondiscrimination laws, regulations, or policies. If the GRANTEE does not comply or refuses to comply with nondiscrimination laws, regulations or policies, the COMMISSION may rescind, cancel, or terminate this Contract in whole or in part and may also declare the GRANTEE ineligible for further contracts with the COMMISSION. The GRANTEE shall be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the "Disputes" provision in this Contract.

NONDISCRIMINATION

Nondiscrimination Requirement. During the term of this Contract, CONTRACTOR, including any SUBCONTRACTOR, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, CONTRACTOR, including any SUBCONTRACTOR, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or SUBCONTRACTOR, has a collective bargaining or other agreement.

Obligation to Cooperate. CONTRACTOR, including any SUBCONTRACTOR, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any SUBCONTRACTOR, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

Default. Notwithstanding any provision to the contrary, COMMISSION may suspend CONTRACTOR, including any SUBCONTRACTOR, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMISSION receives notification that CONTRACTOR, including any SUBCONTRACTOR, is cooperating with the investigating state agency. In the event CONTRACTOR, or SUBCONTRACTOR, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMISSION may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or SUBCONTRACTOR may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, SUBCONTRACTOR, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. COMMISSION shall have the right to deduct from any monies due to CONTRACTOR or SUBCONTRACTOR, or that thereafter become due, an amount for damages CONTRACTOR or SUBCONTRACTOR will owe COMMISSION for default under this provision.

PUBLIC DISCLOSURE/CONFIDENTIALITY -- GRANTEE acknowledges that the COMMISSION is subject to Chapter 42.17 RCW, the Public Disclosure Act and that this Contract shall be a public record as defined in RCW 42.17.250 through 42.17.340. Any specific information that is claimed by the GRANTEE to be confidential or proprietary must be clearly identified as such by the GRANTEE. To the extent consistent with Chapter 42.17 RCW, the COMMISSION shall maintain the confidentiality of all such information marked

confidential or proprietary. If a request is made to view the GRANTEE's information, the COMMISSION will notify the GRANTEE of the request and the date that such records will be released to the requester unless GRANTEE obtains a court order enjoining that disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, the COMMISSION will release the request information on the date specified.

RECORDS, DOCUMENTS, AND REPORTS – The GRANTEE shall maintain complete financial records, including all accounts, books, records, documents, invoices and other evidence, that sufficiently and properly reflect all direct and indirect costs of any nature expenses incurred and revenues acquired under this Contract. The records must clearly show that matching expenditures, if required, are not less than the amount granted in the approved application and this Contract. The system of accounting employed by the GRANTEE shall be in accordance with generally accepted accounting principles, and will be applied in a consistent manner so that the project finances can be clearly identified.

These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the COMMISSION, the Office of the State Auditor, and Federal officials so authorized by law, rule, regulation, or contract. The GRANTEE will retain all books, records, documents, and other materials relevant to this Contract for six years after termination or expiration of the Contract, and make them available for inspection by persons authorized under this provision. 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.

REGISTRATION WITH THE DEPARTMENT OF REVENUE - The GRANTEE shall complete registration, if required by law, with the Washington State Department of Revenue, P.O. Box 47450, Olympia, WA 98504-7450, <http://dor.wa.gov>. The GRANTEE shall be responsible for payment of all taxes due on payments made under this Contract.

RIGHT OF INSPECTION – The GRANTEE shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the COMMISSION pertinent to the intent of this Contract, including right of entry for periodic site inspections. The GRANTEE shall provide right of access to the facilities and/or site of the activity, project, or program to the COMMISSION, or to any of its officers, or to any other authorized agent or official of the State of Washington or the Federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

E. FUNDING, REIMBURSEMENT AND BUDGET

ADVANCE PAYMENTS PROHIBITED - No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the COMMISSION.

TAXES – All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

TRAVEL AND PER DIEM - In the event the Contract expressly provides for the GRANTEE to be reimbursed for out-of-pocket expenses, the GRANTEE will be reimbursed for travel expenses at the State rates for mileage and per diem in effect at the time these expenses are incurred. The COMMISSION reserves the right to audit documents supporting billings made for out-of-pocket expenses.

F. TERMINATION AND DISPUTES

DISPUTES. Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing of the other according to the process set out in this section. Either party's request for dispute hearing must be in writing and clearly state:

1. The disputed issue(s);
2. The relative positions of the parties;
3. The GRANTEE's name, address and project title.

The requesting party shall mail the request for hearing to the other party within 5 working days after the parties agree that they cannot resolve the dispute. Within 5 working days of receipt of the request, the receiving party shall respond by either accepting or refusing the request for dispute resolution.

If both parties agree to a dispute hearing, the dispute shall be heard by a panel of three persons consisting of one person selected by the GRANTEE, one person selected by the COMMISSION, and a third person chosen by the two persons initially appointed. Any hearing under this section shall be informal, with the specific processes to be determined by the panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. Provisions of this Contract shall govern the panel in deciding the disputes. The parties shall equally share all cost associated with implementation of this process.

The decision of the panel shall not be admissible in any succeeding judicial or quasi-judicial proceeding concerning the Contract. The parties agree that these dispute resolution proceedings shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternative dispute resolution method in addition to the dispute resolution procedure outlined above.

GOVERNING LAW AND VENUE -- Washington law shall govern this Contract. In the event of a lawsuit involving this Contract, venue shall be proper in Thurston County.

SAVINGS If any State, Federal, private, or other funding source withdraws, reduces, or limits in any way the funds appropriated for the work under this Contract prior to normal termination of the Contract, the COMMISSION may terminate the Contract without advance notice. At the COMMISSION's discretion, the parties may renegotiate the Contract under those new funding limitations and conditions. If this Contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination.

TERMINATION FOR CONVENIENCE - Either party may terminate this Contract upon 15 days' prior written notification to the other party. If this Contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination.

TERMINATION OR SUSPENSION FOR CAUSE—In the event the COMMISSION determines the GRANTEE has failed to comply with the conditions of this Contract in a timely manner, the COMMISSION has the right to suspend or terminate the Contract. Before suspending or terminating the Contract, the COMMISSION shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within fifteen (15) days of receiving notice, the COMMISSION may terminate or suspend the Contract.

If the Contract is terminated for cause, the COMMISSION reserves the right to require the GRANTEE to repay all or any portion of funds paid to the GRANTEE prior to termination. The GRANTEE shall make repayment within thirty (30) days of the demand. If the COMMISSION is required to institute legal proceedings to enforce this repayment provision, the COMMISSION shall be entitled to its costs, including reasonable attorneys' fees. However, repayment shall not be the sole or exclusive remedy available to the COMMISSION. No remedy available to the COMMISSION shall be deemed exclusive. The COMMISSION may elect to exercise any single, any combination, or all of the remedies available to it under this Contract, or under any provision of law, common law, or equity.

SUSPENSION AND DEBARMENT

If federal funds are used for this contract, the CONTRACTOR shall assure that, its officers, agents, SUBCONTRACTORS, and consultants shall not fund, contract with, or engage the services of any consultant, SUBCONTRACTOR, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

The CONTRACTOR certifies that the CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the AGREEMENT by any federal department or agency. If requested by COMMISSION, the CONTRACTOR shall complete a Certification of Debarment, Suspension, Ineligibility, and Voluntary Exclusion form.

Invoice Voucher

10.

FORM
A19-1A
(REV 7/96)



STATE OF WASHINGTON
AFRS
INVOICE VOUCHER

AGENCY USE ONLY		
AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.
387	001	

AGENCY NAME AND LOCATION

WASHINGTON STATE ARTS COMMISSION
PO BOX 42675
OLYMPIA WA 98504-2675

INSTRUCTION TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Vendor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.

VENDOR OR CLAIMANT (Warrant is to be payable to)

City of Tenino
Attn: Jessica Reeves Rush
149 Hodgden St S Tenino, WA 98589
jreevesrush@cityoftenino.org
SWV0001495-00

X BY:

(TITLE)	(DATE)


FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For Reporting Personal Service Contract Payments to IRS):					RECEIVED BY:		DATE RECEIVED:	
DATE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	FOR AGENCY USE		
	Creative Districts Grant – Tenino							
	Start-Up Grant- Payment 1							
	Per <i>Attachment "A"</i> Scope of Work							
	Contract No: 387-CD25-013							
	012 State Creative District Funds:				\$7,500			
	Total Grant Awarded:				\$7,500			
Vendor Message:								
						Total:	\$7,500	

PREPARED BY: Korja Giles			TELEPHONE NUMBER: 360-485-1106			DATE: 5/5/25			AGENCY APPROVAL:			DATE:						
DOC. DATE:		PMT DUE DATE:		CURRENT DOC. NO.:			REF. DOC. NO.:			VENDOR NUMBER: SWV0001495-00			USE TAX:		VENDOR MESSAGE:		UBI NUMBER:	
REF	DOC	TRANS	M	MASTER INDEX		SUB		ORG	WORKCLASS	COUNTY	CITY/TOWN	PROJECT	SUB	PROJ	PHAS	AMOUNT	INVOICE NUMBER	
SUF	CODE	D	FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB OBJ	INDEX	ALLOC	Budget Unit	MOS		PROJ					
			001	012	00107	NZ						7CRD				\$7,500	CD25-013	
ACCOUNTING APPROVAL FOR PAYMENT:										DATE:			WARRANT TOTAL:			WARRANT NUMBER:		

File Attachments for Item:

13. Tenino Arts Stone City Arts Festival are requesting Mayor and Council to waive the Special Events fee and deposit for the 2025 season.

Recommended Action: Motion to approve waiving the fees for the Tenino Arts Stone City Arts Festival for year 2025.



City of Tenino
Parades/Special Events Application

149 S Hodgden St. South
 P O Box 4019
 Tenino, WA 98589
 (360) 264-2368

Organization: Tenino Arts Stone City Arts Festival *

Contact Person: Donna Mayo of Tenino Arts

Address: 109 McArthur St. / PO Box 846 Tenino

Telephone: 808.346.1487 **Fax:** _____

Email: ofwaterwindandwood@gmail.com

It is respectfully requested that a special event permit be issued to the above-named organization.

The following items of information are submitted:

- (1) Purpose of the special event/exhibition is: local & state artisans selling art
- (2) Description of organizing group: local non-profit promoting local artists
- (3) Date and time of special event/exhibition: June 14, 2025
- (4) There will be an estimated 50 persons, ___ animals, ___ floats, and ___ motor vehicles participating or engaging in the special event/exhibition.

(5) Place, area, route or location, as applicable to the special event/exhibition: (Please attach a map or describe)

North Olympia Street - the block behind Hedden + the remaining block.

(6) What portion of the sidewalks and streets indicated will be occupied by the special event/exhibition: one whole city block & sidewalks

(7) Please provide 3 references and dates of last 3 events/exhibitions:

- 1) Linda Golovac 2020-2024 Tenino Arts Market
- 2) George Sharp " "
- 3) John & Jennie Bourdon " "

(8) Are any temporary structures going to be erected? Yes No If yes, you must attach plans indicating clearly the (a) type of construction, (b) seating arrangements, (c) aisle arrangements, (d) structural details and calculations of the seats and supports and (e) location of all exits.

10x10 artist canopy

* formerly the creative market

(9) Is any open flame going to be used within the structure? Yes ___ No If yes, what precautions are to be taken to render it safe? _____

(10) What provisions have been made for sanitary facilities for persons using the premises?
permission from Iron Works Boutique

(11) Will you deposit with the City Clerk at or before the time of the special event/exhibition a surety or cash bond for \$500.00 (Ordinance # ___) conditioned upon holding the City harmless from all liabilities or causes of action? Yes ___ No ___

(12) Will you furnish evidence to the City Clerk at or before the special event/exhibition that a public liability insurance policy in the amount of not less that \$50,000 for one person and \$300,000 for any one accident will be in effect during the time the structure is to be occupied as a place of assembly? Yes No ___

(13) The undersigned has authority to execute this application and the requesting organized group, unincorporated association of persons, partnership or corporation promises and agrees to abide by all the terms and conditions of the special event/exhibition permit issued, and to abide by all the rules and regulations of the City of Tenino.

(14) The undersigned agrees to abide by the laws of the State of Washington and the Laws and Ordinances of the City of Tenino, and further agrees to hold the City of Tenino, their elected officials and their employees or agents harmless and to indemnify them from any and all claims or causes of action arising by reason of the negligent acts or omissions by the individual stated herein or their agents with respect to their usage of city property and participation in this event. Said individual also assumes all legal responsibility for their own negligence or omissions in regard to other participants in this event.

Leslie M. W.
Signature of Applicant

Together with any supplementary information as may be required by the City of Tenino, this form must be filed with the office of the City Clerk, (Mailing – P.O. Box 4019, Tenino, WA 98589) 149 S. Hodgden Street, Tenino, WA 98589 not less than 60 days prior to the special event/exhibition date to insure proper processing.

Please answer all questions. If they do not apply, put N/A. Thank You.

Department approvals:

Administration: *David Wetherston* Finance: _____

Police: *Mr. Chief Anderson*

PARC: *JRR*

Public Works: *[Signature]*

Clerk Treasurer: *[Signature]*



April 9, 2025

Dear Mayor David Watterson and Tenino City Council Members,

We are writing to request that the Special Events Application Fee be exempted as a requirement for the Tenino Arts (non-profit) and Tenino Stone Carver Guild application to hold the Tenino Arts Stone City Arts Festival on Saturday June 14 th, 2025, on Olympia Street near the Stone Carvers Shed.

Both of our organizations have been actively engaged in support of the goals of the City of Tenino Creative District efforts to build support for the Creative Economy of Tenino and brand Tenino as an Artisan Community.

Our past efforts with the Tenino Arts Spring, Holiday, Summer Markets and the Shed have proven to attract several thousand visitors to Tenino and benefit all the downtown businesses and thus generate revenue for the city. We are working with the Tenino Area Chamber of Commerce and the Thurston Economic Development Council STEDI program to promote the event.

We appreciate your support and participation in our efforts and look forward to seeing you at the festival. Please let us know if we can answer any questions.

Sincerely,

Donna Taylor Mayo

Tenino Arts Board Member

File Attachments for Item:

14. Clerk/Treasurer Reddick requests approval for amended 2025 Budget as follows: see attached

Recommended Motion: Motion to approve the 2025 Budget amendment adding the Old Hy 99 Overlay.

Request to amend 2025 Budget as follows:

REV 334 03 80 10 TIB Old Hy99 Overlay \$506,103.00

EXP 595 10 41 10 TIB – Old Hy99 Overlay Engineering \$58,397.00

EXP 595 10 41 11 TIB City Match – Old Hy99 Overlay Engineering \$3,073.00

EXP 595 30 62 10 TIB – Old Hy99 Overlay Roadway \$447,706.00

EXP 595 30 62 11 TIB City Match – Old Hy99 Overlay Match Roadway \$23,564.00

This is the Transportation Improvement Board grant signed in Dec 2024 and was not added to the original budget. The total grant amount is \$506,103.00 and the city's match obligation is \$26,637.00.

Current Street Fund Budgeted Rev is \$300,467.88, and Budgeted Expenditure is \$119,140.01

Grant award from WA State Arts Commission \$7,500.00 to be added to the revenues and expenditures.

Nancy Reddick

Clerk/Treasurer

City of Tenino

360-264-2368

360-890-7670

File Attachments for Item:

15. Request for Services between Thurston County Dept of Public Works and City of Tenino for the Creative District Sign Install MOU

Recommended Action: Motion to authorize Mayor Watterson to enter into the MOU with TC Public Works for the Creative Sign Installs.

Request for Services

Between
Thurston County Department of Public Works and
City of Tenino

Creative District Sign Install

Prepared: May 5, 2025

1. PURPOSE

This Request for Services is entered into by and between the Thurston County Department of Public Works (hereafter "COUNTY") and the City of Tenino (hereafter "CITY") to have the COUNTY install two Creative District Signs on County roadways entering the CITY.

The CITY will reimburse the COUNTY for actual costs incurred as follows:

- a. Install Signs: based on COUNTY force work (including but not limited to materials, equipment, labor and markups) for actual quantities. Estimated costs (\$922.86) are provided in Attachment A.

This Request for Services is required under the terms of Interlocal Agreement ("ILA") # 034-2020-044 between the COUNTY and the CITY.

2. SERVICES

This work has been requested by the CITY and will be performed consistent with the 'Master Interlocal Agreement between Thurston County & City of Tenino for Transportation Services and Administration of RCSP Funds' executed on November 20, 2020.

The invoiced construction costs will be based on COUNTY force work (including but not limited to materials, equipment, labor, and markups) for the actual quantities to install two city provided signs. The goal is to perform these and associated tasks with an estimated completion date of May 30, 2025 per the schedule below. Schedule is subject to change due to inclement weather.

ACTIVITY/TASK	ESTIMATED WORKDAYS
Install two Creative District Signs	1 day during May 19-23 week

2.1 RESPONSIBILITY OF THE COUNTY AND PAYMENT

The COUNTY shall:

- a. Provide equipment, materials and staff to install two Creative District Signs. The equipment, materials and staff provided by the COUNTY consists of a sign truck, sign bases, rivets and posts and two County employees.
- b. Follow all industry standards for safe work practices in the performance of COUNTY responsibilities for the services set forth in this Contract, both for its employees and for the traveling public.

- c. The COUNTY will bill the CITY based on actual costs in accordance with section 1 above. Estimates for cost reimbursement are provided at Attachment A. The COUNTY will notify the CITY if actual costs will exceed the overall estimate by more than 5% and coordinate potential funds increase prior to incurring costs.

2.2 RESPONSIBILITY OF THE CITY AND PAYMENT

The CITY shall:

- a. Provide two Creative District Signs
- b. The CITY will pay the invoices from the COUNTY in a timely manner within thirty (30) calendar days.

2.3 ADMINISTRATION

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Request for Services and for coordinating and monitoring performance under this Request for Services. In the event such representatives are changed, the party making the change shall notify the other party.

The COUNTY's office administration representative shall be Becky Conn, 9605 Tilley Rd S. Ste. C, Olympia WA 98512, 360-867-2349, becky.conn@co.thurston.wa.us

The COUNTY's field representative shall be Greg Roberts, 9605 Tilley Rd S. Ste. C, Olympia WA 98512, 360-867-2347, greg.roberts@co.thurston.wa.us

The CITY's representative shall be the PARC Specialist, Jessica Reeves-Rush, 1401 Eastside St. SE, Tenino, WA 98501, 360-764-0926, jreevesrush@cityoftenino.org

3. RECORDS RETENTION AND AUDIT

During the progress of the work and for a period not less than six (6) years from the final date of payment, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection and audit by either party and/or the Federal Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period. Each party will promptly notify the other of any such litigation hold on records.

4. TERM

This Request for Services shall become effective upon execution. This Request for Services will be terminated after final payment to COUNTY by the CITY for the cost of the project or pursuant to the termination language in ILA# 034-2020-044.

ATTACHMENT 1
Cost Estimate
Creative District Sign Install

