

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, April 22, 2025 at 6:30 PM

Agenda

WORK SESSION

- [1.](#) Copy of the agreement for review and any discussion
2. Easement Termination Review
3. Review and Discuss overpayment of B&O taxes.

CALL TO ORDER

AGENDA APPROVAL

APPROVAL OF MINUTES

- [4.](#) Approval of Minutes

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

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.

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

- [6.](#) Travers EV Chargers change order

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

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.

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.

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

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

11. 13. Committees/Commissions

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

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

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

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

1. Copy of the agreement for review and any discussion

**AGREEMENT
BETWEEN
MILES SAND AND GRAVEL COMPANY
AND
CITY OF TENINO**

THIS AGREEMENT is entered into by and between CITY OF TENINO, a municipal corporation of the State of Washington (herein referred to as "TENINO" and Miles Sand & Gravel Company, a corporation of the State of Washington (herein referred to as "MILES").

WHEREAS, Miles desires to purchase Class A Reclaimed Water from Tenino; and

WHEREAS, Tenino is in the process of constructing a wastewater treatment facility that will produce Class A Reclaimed Water, and

WHEREAS, Tenino is purchasing real property from Miles and the parties have agreed that part of the purchase price can be paid in the form of reclaimed water as provided in this Agreement;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and in the Purchase and Sale Agreement between the parties it is mutually agreed by and between Tenino and Miles as follows:

Section 1. Conditions of Agreement.

- a. Tenino will install a reclaimed water line, including setting the meter, at the City's expense, to the southern property line of the Wastewater Treatment Plant Facility at the time the facility is constructed.
- b. Tenino will provide and sell to Miles at least 10,000 gallons of Class A Reclaimed Water per day, up to 50% of the total output of the wastewater treatment facility including 10,000 gallons per day.
- c. Tenino will provide Miles annually the first right of refusal on future Class A Reclaimed Water for sale by Tenino as to quantities above 50% of the total output of the wastewater treatment facility.
- d. The water available to Miles under this Agreement may only be used by Miles on the property described on Exhibit A attached to this Agreement.
- e. Assign Miles to the Industrial Classification (Ordinance No. 732) in the Reclaimed Water Rate Ordinance as adopted by the Tenino City Council.
- f. Miles is under no obligation to purchase any amount of reclaimed water but will be responsible for paying the monthly base rate as set by Tenino Ordinance No. 732.

Section 2. Term of Agreement. This contract shall commence upon installation of the reclaimed water line and meter, and be in effect for fifteen (15) years from date of installation.

Process for Termination. This Agreement cannot be terminated without written consent of both parties.

Section 3. Reclaimed Water Credit. In addition to the \$60,000 in cash paid at closing, as compensation for the sale of the property, Miles will receive a \$140,000 credit on account to be used for sewer utility charges of any type including all charges for connection and monthly charges and reclaimed water charges but not including sewer line extensions. It is anticipated, per the Letter of Intent between Miles and Tenino dated 10/11/05 (attached as Exhibit B), that new parcel "C" will be incorporated into Tenino's Urban Growth Area (UGA) by 2017. When new parcel "C" is incorporated into the Tenino UGA, but no later than ten (10) years from the date of this agreement, Miles will receive an additional \$160,000 credit on account which will be used for sewer utility charges associated with development activity on any of the Miles owned parcels. Any portion of the \$300,000 that has not been credited to Miles and/or its assigns shall be paid by Tenino at the expiration of this Agreement. Tenino has the right to refund the credit balances at any time up to the expiration of this Agreement.

Section 4. Entire Agreement. This agreement contains all of the agreements of the parties with respect to Class A Reclaimed Water.

Section 5. Amendment. Provisions within this agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

Section 6. Renewal Option. Miles has the option to renew the Agreement by mutual consent of both parties based upon negotiation of the conditions and rates.


Section 7. Severability. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Entered into this 18th day of April, 2007.

CITY OF TENINO

MILES SAND AND GRAVEL COMPANY

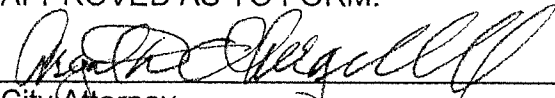
By: 
Kenneth A. Jones, Mayor

By: 
Walt Miles

ATTEST:

By: 
Joyce Bielefeld, Clerk/Treasurer

APPROVED AS TO FORM:


City Attorney

REAL ESTATE PURCHASE AND SALE AGREEMENT

On the terms and conditions set forth herein, **MILES SAND AND GRAVEL CO., INC.**, a Washington corporation ("Seller"), hereby agrees to sell to **CITY OF TENINO, a municipal corporation of the State of Washington** ("Buyer"), and the Buyer agrees to purchase from Seller, the property described below (the "Property"), all of which is located in Thurston County, Washington.

1. **PROPERTY.** The Property being purchased consists of a vacant parcel identified as **Tax Parcel No. (to be assigned upon recording the BLA)**. This property is more particularly described on attached Exhibit A. Seller and Buyer are authorized to confirm and correct the legal description of the Property and to attach that legal description to this Agreement if necessary. The Property includes all of the land and the permanent improvements thereon.

2. **PURCHASE PRICE.** The total purchase price is the sum of **THREE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS** (\$360,000.00). **SIXTY THOUSAND AND NO/100 DOLLARS** (\$60,000.00) shall be paid in cash at closing and the balance will be paid per the terms and conditions of a separate Agreement dated April 18, 2007 executed by the Buyer and Seller. It is anticipated that closing will take place on or before April 30, 2007.

3. **INSPECTION CONTINGENCY.** Buyer shall have five (5) days after mutual execution of this Agreement to complete its evaluation of site conditions. If Buyer fails to notify Seller in writing prior to the expiration of this contingency period that this contingency is satisfied or waived, then this condition will be deemed waived. If Buyer objects to the condition of the Property within said time, then Buyer may terminate this Agreement. Thereafter, neither party will have any obligation to buy or sell the Property to the other.

4. **PROPERTY INSPECTION.** Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property, at reasonable times after notice to Seller, to review and inspect the Property. Buyer agrees to return the property to the same or better condition as it existed at the time of such inspection and to indemnify and defend Seller from all liens, costs, damages, liabilities and expenses, including attorneys' and experts' fees, arising from or relating to Buyer's entry onto and inspection of the Property. This agreement to indemnify and defend Seller shall survive closing.

5. **CONDITION OF PROPERTY.** Except as expressly stated herein, the Property is being sold "**AS IS-WITH ALL FAULTS**" and that no other representations, warranties, guarantees, promises, statements or estimates of any nature whatsoever upon which the Buyer is relying, whether oral or written, express or implied, have been made by Seller, including but not limited to, fitness, merchantability, compliance with governmental laws, rules and regulations, availability of utility rights or the existence of hazardous substances or wetlands. Buyer acknowledges that it is not relying and will not rely upon any statement or representations of any person (other than those, if any, expressly set forth herein) with respect to the physical condition of the Property, including the environmental conditions present on the Property, or of any other matter affecting or relating to the physical condition of the Property. Buyer will instead rely solely on such investigations, examination, and inspection as Buyer may chose to make during the inspection of the Property.

6. **HAZARDOUS SUBSTANCES.** As indicated above, Buyer shall have the right to perform a property inspection at Buyer's costs. Seller will cooperate with Buyer in that site assessment. Seller warrants that, to the best of Seller's knowledge, no hazardous substance has at any time been stored, disposed of, released, or located on or under the Property or on any adjoining property owned by Seller. Seller also warrants that it will not store, dispose or, release or locate hazardous substances on the

Property or on any adjoining property owned by Seller through the date of closing. "Hazardous substances" shall mean any substance currently designated as a "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), or under the Model Toxic Control Act of the State of Washington, RCW 70.105D.020(5). The representations made in this paragraph shall survive closing.

7. CONDITION OF TITLE, TITLE INSURANCE POLICY.

(a) Within fifteen (15) days after execution of this Agreement, Buyer shall cause Chicago Title Insurance Company (the "Title Insurer") to issue and deliver to Buyer a preliminary commitment for an owner's policy of title insurance (the "Commitment"). Buyer shall give Seller written notice on or before the expiration of twenty (20) days after delivery of the Commitment to Buyer of any defects or encumbrances to which Buyer objects. Any exceptions not objected to within that time shall be deemed to have been approved by Buyer ("Permitted Exceptions"). Seller shall have twenty (20) days after receipt of Buyer's objections to give Buyer notice of which objectionable exceptions will be removed from title. If Seller gives written notice within said time that Seller is unable or unwilling to remove the exceptions timely objected to by Buyer, then this transaction shall terminate and neither party will be obligated to the other unless Buyer elects, by notice to Seller within ten (10) days after Seller's notice, to complete the sale subject to the exceptions Seller is unwilling to remove.

(b) On the closing date, Buyer shall cause the Title Insurer to insure title in the name of the Buyer under a standard owner's policy of title insurance subject only to the Permitted Exceptions.

8. CLOSING OF SALE. This sale shall be closed within five (5) days after the inspection contingency has been satisfied or waived and the condition of title has been approved pursuant to paragraph 7 above. It is anticipated that Closing shall be completed on or before April 30, 2007. Closing shall be conducted by the escrow department of the Title Insurer ("Closing Agent") or such other Closing Agent as Buyer shall designate. "Closing" shall be considered the date the deed and any other conveyance documents, and the cash portion of the purchase price, are deposited in escrow with the Closing Agent for recording and closing. Buyer and Seller shall provide such documents as the Closing Agent may reasonably request.

9. CLOSING COSTS AND PRORATION. Buyer will pay all of the closing costs, including any escrow fees or title insurance charges. Seller shall pay all of the real estate excise tax associated with this transaction. Adjustments or prorations of property taxes, and other charges if any, shall be made on a per-diem basis using a 365 day year.

10. CONVEYANCE; CLEAR TITLE. Title shall be conveyed by Statutory Warranty Deed free of encumbrances or defects except for the Permitted Exceptions.

11. DEFAULT/TERMINATION. If either Buyer or Seller defaults, the non-defaulting party may seek damages or specific performance.

12. POSSESSION. Buyer shall be entitled to possession on Closing.

13. BROKERS. The parties acknowledge that neither party has employed a real estate broker with respect to this transaction and no brokerage fees are due with respect to this transaction.

14. ASSIGNMENTS. Buyer may assign all or any part of this Agreement upon receiving the prior written consent of Seller.

15. **DAMAGE.** If prior to closing, the Property is destroyed or materially damaged by fire or other casualty, Buyer shall have the option of canceling this Agreement. If Buyer elects to purchase the Property, all insurance proceeds, if any, shall be payable to Buyer.

16. **CONDEMNATION.** Seller knows of no condemnation proceedings pending or contemplated against the Property, or any part thereof and Seller has received no notice of the intent or desire of any public authority to take or use the property or any part thereof. In the event that all or any part of the Property is made subject to condemnation, eminent domain, or similar proceedings (or deed in lieu thereof) prior to the Closing Date, Buyer may either (a) terminate this Agreement, or (b) consummate this transaction, in which event all compensation for such condemnation, eminent domain, or other proceeding shall be assigned and be payable to Buyer.

17. **NO LITIGATION.** Seller represents that there is no pending, or to the best of its knowledge, threatened litigation or administrative proceedings which could adversely affect title or use of the Property or any part thereof or the ability of Seller to perform any of its obligations hereunder.

18. **LEGAL AND TAX REVIEW.** Seller and Buyer acknowledge that they have been advised by legal counsel regarding legal and tax matters concerning this Agreement and they have had sufficient opportunity to do so prior to execution hereof.

19. **NOTICES.** Any notice, request, demand, instruction or other communication required or permitted to be given to Seller or Buyer under this Agreement shall be in writing and shall be either: (a) personally delivered to the parties named below by a commercial messenger service regularly retaining receipts for such delivery; (b) sent by registered or certified mail, return receipt requested, effective forty-eight (48) hours after deposit; (c) delivered by a reputable air courier service effective upon delivery thereof to the carrier; or (d) transmitted by facsimile transmission, if a facsimile number has been provided by the party receiving notice, with a copy to be sent by U.S. first class mail, which notice shall be effective upon transmission of the facsimile copy and a receipt of confirmation of delivery. All such notices shall be addressed to the parties as listed herein, or at a substitute address designated by notice.

20. **RECLAIMED WATER.** The Parties have executed an Agreement dated April 18, 2007. The terms and conditions of this agreement are a condition of closing and the representations made in this paragraph shall survive closing.


21. **TIME.** Time is of the essence. If a date specified in this Agreement (such as expiration of the feasibility period, or the Closing Date), falls on a Saturday, Sunday, or holiday, then the date specified shall be deemed to be the next following business day.

22. **COUNTERPARTS.** This Agreement may be signed in counterpart originals and will be effective once the counterparts have been signed by the parties.

23. **AGREEMENTS.** There are no oral or other agreements which modify or affect this Agreement. THIS AGREEMENT CONSTITUTES THE FULL UNDERSTANDING BETWEEN THE SELLER AND BUYER. This Agreement shall be binding upon the heirs, successors and assigns of Seller and Buyer.

SELLER:

MILES SAND AND GRAVEL CO., INC.
a Washington corporation

By: 
Walt Miles

Its: PRESIDENT

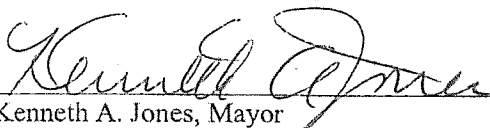
Address: P.O. Box 130 Auburn, WA 98071-0130

Phone No.: (253) 833-3705


Dated: 4-17-07

BUYER:

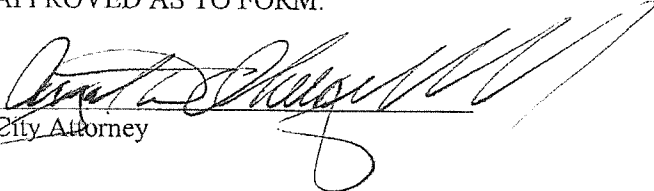
CITY OF TENINO,
a Washington municipal corporation


Kenneth A. Jones, Mayor

ATTEST:

By: 
Joyce Bielefeld, Clerk/Treasurer

APPROVED AS TO FORM:


City Attorney

Address: P O Box 4019, Tenino, WA 98589

Phone No.: (360) 264-2368

Dated: 4/24/07

EXHIBIT A

PARCEL A - NEW DESCRIPTION

A PORTION OF PARCELS A, B AND C, RECORDED UNDER THURSTON COUNTY AUDITOR'S FILE NO. 3683259, LOCATED IN SECTIONS 25 AND 36, TOWNSHIP 16 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 36, (SOUTHWEST CORNER OF SAID SECTION 25); THENCE SOUTH 01°50'20" WEST ALONG THE WESTERLY LINE OF SAID SECTION 36, A DISTANCE OF 1189.95 FEET TO THE NORTHWEST CORNER OF MIMA ACRES NO. 2, AS RECORDED IN VOLUME 4 OF SURVEYS, PAGE 9, UNDER THURSTON COUNTY AUDITOR'S FILE NO. 949578; THENCE SOUTH 88°17'00" EAST ALONG THE NORTH LINE OF SAID MIMA ACRES NO. 2, A DISTANCE OF 2128.66 FEET; THENCE NORTH 42°47'56" EAST A DISTANCE OF 1275.37 FEET TO THE SOUTHWEST CORNER OF MIMA ACRES, AS RECORDED IN VOLUME 2 OF SURVEYS, PAGE 28, UNDER THURSTON COUNTY AUDITOR'S FILE NO. 915923; THENCE NORTH 21°48'35" EAST ALONG THE WESTERLY LINE OF SAID MIMA ACRES A DISTANCE OF 1200.00 FEET; THENCE NORTH 89°44'02" WEST A DISTANCE OF 360.31 FEET; THENCE NORTH 02°12'09" EAST A DISTANCE OF 372.50 FEET; THENCE NORTH 88°18'55" WEST A DISTANCE OF 775.29 FEET; THENCE NORTH 01°36'45" EAST A DISTANCE OF 1228.99 FEET; THENCE NORTH 89°44'19" WEST A DISTANCE OF 67.44 FEET; THENCE SOUTH 74°13'41" WEST A DISTANCE OF 1057.00 FEET; THENCE SOUTH 52°14'01" WEST A DISTANCE OF 1514.13 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE SOUTH 01°38'45" WEST ALONG SAID WEST LINE A DISTANCE OF 1228.61 FEET TO THE SOUTHWEST CORNER OF SAID SECTION AND THE POINT OF BEGINNING.

SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD.

PARCEL C - NEW DESCRIPTION

A PORTION OF PARCELS A, B AND C, RECORDED UNDER THURSTON COUNTY AUDITOR'S FILE NO. 3663259, LOCATED IN SECTIONS 25 AND 36, TOWNSHIP 16 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 36, (SOUTHWEST CORNER OF SAID SECTION 25); THENCE NORTH 01°36'45" EAST ALONG THE WESTERLY LINE OF SAID SECTION 25, A DISTANCE OF 1228.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01°36'45" EAST ALONG SAID WEST LINE A DISTANCE OF 1630.26 FEET TO THE SOUTHERLY MARGIN OF OLD HIGHWAY 99 SOUTHEAST (TENINO-GRAND MOUND HIGHWAY); THENCE NORTH 73°53'59" EAST ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 2899.57 FEET, TO A 5/8" REBAR WITH A PLASTIC SURVEY CAP, MARKED "GIBBS & OLSON, WILLIAMS 34147"; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 10°16'27" EAST A DISTANCE OF 1007.77 FEET TO A 5/8" REBAR WITH A PLASTIC SURVEY CAP, MARKED "GIBBS & OLSON, WILLIAMS 34147"; THENCE NORTH 80°27'03" EAST A DISTANCE OF 423.12 FEET, TO A 5/8" REBAR WITH A PLASTIC SURVEY CAP, MARKED "GIBBS & OLSON, WILLIAMS 34147" AND THE WESTERLY LINE MIMA ACRES, AS RECORDED IN VOLUME 2 OF SURVEYS, PAGE 28, UNDER THURSTON COUNTY AUDITOR'S FILE NO. 915923; THENCE SOUTH 01°48'35" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 1924.80 FEET; THENCE LEAVING SAID WESTERLY LINE, NORTH 89°44'02" WEST A DISTANCE OF 360.31 FEET; THENCE NORTH 02°12'09" EAST A DISTANCE OF 372.50 FEET; THENCE NORTH 88°18'55" WEST A DISTANCE OF 775.29 FEET; THENCE NORTH 01°36'45" EAST A DISTANCE OF 1228.99 FEET; THENCE NORTH 89°44'19" WEST A DISTANCE OF 67.44 FEET; THENCE SOUTH 74°13'41" WEST A DISTANCE OF 1057.00 FEET; THENCE SOUTH 52°14'01" WEST A DISTANCE OF 1514.13 FEET TO THE POINT OF BEGINNING.

SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD.

**LETTER OF UNDERSTANDING
BETWEEN
MILES SAND AND GRAVEL COMPANY
AND
CITY OF TENINO**

EXHIBIT B

This is a letter of understanding concerning the potential sale of property owned by Miles Sand and Gravel to the City of Tenino for a waste water treatment plant (WWTP). As outlined below, Miles Sand and Gravel agrees to sell, and the City agrees to buy property in Thurston County, as follows:

1. Property

The property to be purchased is a portion of Parcel No. 12625130101 on Old Highway 99 SE. The portion to be purchased is approximately 20 acres in size, plus or minus, and is that portion lying east of the existing driveway (the Property). The driveway is not included in the Property and the City will develop its own access to Highway 99. If the City is unable to obtain a driveway permit from Thurston County, Miles Sand and Gravel agrees to allow the City to access the Property from the existing driveway.

2. Price

The purchase price is the fair market value of the Property as determined by an independent appraiser. The appraiser will be an MAI, jointly selected by the parties. The purchase price will be paid in cash at closing.

3. Feasibility Period

The City will have an initial 90-day period in which to assess the feasibility of the Property as the site of a WWTP and infiltration area. During this feasibility period, Miles will permit access to the Property through a right of entry on the City's standard form. The right of entry will allow investigation and testing, including soils testing. The City will hold Miles harmless from any loss, injury or damage resulting from access by the City and its agents to the

Property and will restore the Property to its pre-existing condition upon conclusion of the feasibility period.

4. Purchase and Sale Agreement

If, by the end of the feasibility period, the City concludes that the site is feasible for the WWTP and infiltration area, the parties will negotiate a purchase and sale agreement, incorporating the terms set forth in this agreement. The P&S agreement will include a provision that will allow the City six months to obtain necessary agency approvals and complete the environmental review. Should the City not be able to secure the necessary permits or agency approvals for the site, they will not be obligated to buy it. The right of entry shall remain in force until either closing or the City formally withdraws its intention to buy the property.

5. Closing and Contingencies

The closing will occur when all of the contingencies set forth below have been met, but not later than December 31, 2006. The sale will be contingent upon the following:

- A. Amendment of the City's Sewer Facility Plan to show the WWTP on the Property.
- B. Begin the annexation process of the proposed 20+ acre site as an essential public facility site, and the issuance of all permits and approvals necessary for the City to construct the WWTP.
- C. With respect to the proposal of adding Parcels 12625310101, 12625240302, 12625420000, 12625130102 and the remaining portion of Parcel No. 12625130101 retained by Miles to the City's UGA, the following applies:
 - 1. The City, as the Proponent, shall begin the process to include the above mentioned parcels into the City's UGA;
 - 2. Upon approval by the City of Tenino City Council to change the UGA, and if approved by Thurston County, Miles Sand and Gravel may

apply for annexation into the City limits; staff will support any annexation proposal for Miles Sand & Gravel Company properties. (However please be advised that Council has final authority); and

3. The City intent is to recommend industrial use of the five parcels and adding additional industrial uses that includes rock crushing, asphalt plants and concrete batch plants to the current industrial use categories.

4. Should incorporation into the UGA and revised zoning not be accomplished by the end of 2006, the City will remain a proponent and shall continue to be the lead in requesting a change to the UGA through Thurston County and if approved, concurrently change the future land use designation to Industrial lands.

D, A determination by Miles Sand and Gravel that Class A water from the WWTP can be feasibly used for washing of sand and gravel by Miles, and can be used in asphalt and concrete batching. (Water Reclamation and Reuse Standards, September 1997, Publication No. 97-23 by Washington State Department of Health and Department of Ecology, Page 18, Article 4 – Commercial and Industrial Uses, Section 13, Washing Aggregate and Making Concrete, “Reclaimed water used for washing aggregate and making concrete shall be at all times Class C reclaimed water or better.” The City will have Class A reclaimed water.)

E. A determination by Miles Sand and Gravel that the City has adequate water rights to serve an industrial development on the Miles parcels to be included in the City limits as described above.

F. The City obtaining funds for construction of the WWTP, including purchase of the Property.

G. Contingencies will be satisfied only when all applicable periods of appeal have expired without the filing of appeals.

6. Additional Terms

As a portion of the purchase price, and for the benefit of both properties, Miles will receive a permanent right to obtain Class A water from the WWTP for washing of sand and gravel products and for use in the batching of concrete and asphalt, at no cost to Miles. Actual consumption costs will be as mutually agreed upon between the parties prior to closing.

7. Title and Miscellaneous Closing

Miles will provide at its expense to the City a standard title policy. (City does not need to review the status of title prior to entering into the actual earnest money agreement.) Closing costs will be shared by the parties in accordance with standard commercial real estate practices.

8. Consideration

The City will pay \$10 as consideration during the feasibility period.

Entered into this 11th day of October, 2005.

CITY OF TENINO

By: Kenneth A. Jones
Kenneth A. Jones, Mayor

MILES SAND AND GRAVEL COMPANY

By: Walt Miles
Walt Miles

ATTEST:

By: Joyce Bielefeld
Joyce Bielefeld, Clerk/Treasurer

APPROVED AS TO FORM:
[Signature]
City Attorney

File Attachments for Item:

4. Approval of Minutes

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

City Council Meeting Tuesday, April 08, 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. Councilmember Eisel would like to discuss possible changes to the local gambling tax.

Councilmember Eisel discussed the gambling tax ordinance, how many businesses in the City should be paying and the amount of taxes that can be charged for the same. He suggested to Council that they look at the possibility of raising the tax rate to help the City. He will look into the regulations to change the ordinance and increase the tax.

2. Jocelyn Bobbett to give a presentation on donating a bench to sit beside the VFW Memorial Wall.

Jocelyn Bobbett explained to Council that she has purchased a granite bench in honor of her son. She would like to donate the bench to the City with the hopes it can be placed next to the pool and memorial wall on a cement pad that has been paid for in advance.

3. Discussion of a possible annexation between the Norsman Property and the Stone Carvers.

Mayor Watterson stated the Stone Carver's have approached him to possibly annex into the City a portion of the Norsman Property. He has talked with the Planning Commission to discuss this possibility.

4. Miles Sand and Gravel, Urban growth area discussion

Mayor Watterson has been contacted by Miles Sand and Gravel who are requesting they be annexed into the UGA for possible development. We have signed a contract with them approximately 20 years ago that states this would be a possibility. He has requested the City Attorney take a look at the contract.

5. Informational questions and answers from Council

Mayor Watterson explained to council he would like to offer to Nancy Reddick the position of Clerk/Treasurer. He has invited her to council for any questions they may have.

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

6. Agenda Approval

Recommended Action: Motion to approve the 4/08/2025 agenda 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.

APPROVAL OF MINUTES

7. Approval of Minutes

Recommended Action: Motion to approve the 3/25/2025 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

8. Consent Calendar for March 26, 2025 through April 08, 2025 consisting of Payroll EFT's in the amount of \$68,166.32 and Claims Checks #33102 through #33138 and EFT's in the amount of \$43,481.15 for a Grand Total of \$111,647.47.

Liquor License Renewals: None

Recommended Action: Move to approve the consent calendar 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.

EXECUTIVE SESSION

None

PRESENTATIONS

None

PUBLIC COMMENTS**PUBLIC HEARING**

None

PROCLAMATIONS

None

OLD BUSINESS

None

NEW BUSINESS

9. Easement Termination Agreement between the City and tax parcels 11619401011; 11619430100 and 1161940000.

Recommended Action: Approve Mayor Watterson the sign and record the Easement Termination.

Motion made by Councilmember O'Callahan motion to approve the easement termination with the correction of the parcel number, Seconded by Councilmember Gotovac.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.
Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton

Voting Nay: Councilmember Eisel.

Motion passes 4/1.

10. PW 2005 Truck Surplus:

Recommended Action: Motion to approve to surplus the public works 2005 Chev truck as it is of no further use to them.

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.

11. Confirmation of Clerk/Treasurer

Recommended Action: Motion to confirm Nancy Reddick as Clerk/Treasurer.

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.

RESOLUTIONS

None

ORDINANCES

None

REPORTS

12. 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)
- 5) Timberland Regional Library

12. Outside Agency

- 1) Chamber of Commerce: Maria read the report from George Sharp into the record, reporting the Chamber would like to thank councilmembers Klamn, O'Callahan and Eisel for attending the grand opening for Get Fit Tenino last Friday. The Chamber will hold a evening meeting on Wed May 16th 5:30 pm at Sandstone Café. Guest speakers will be Daryl Murrow and Michael Cade from Thurston EDC.
- 2) Economic Development Council (EDC): The EDC is doing a community outreach to businesses in South Thurston Co to ensure they are aware of all the services available at the Center for Business and Innovation. The EDC will also start trainings at the Ag Park in late May. The WA Center of Women in Business (a Thurston EDC program) will hold the Inspire Conference on May 22 at the Great Wolf Lodge. More information on all programs available at www.thurstonedc.com.
- 3) South Thurston Economic Development Initiative (STEDI): The next meeting will be held Friday April 18th 8am-9:30 am at the Senior Center in Rainier.

13. 13. Committees/Commissions

- 1) Civil Service Commission
- 2) Finance Committee
- 3) Planning Commission

4) Public Safety Committee

5) Public Works Committee

13. Committees/Commissions

5) Public Works Committee: They met on Tuesday. Brent Gibbs has one more week and then will be a Certified Operator 1 for the WWTP. He will soon be starting training to become an Operator 2. They discussed who would control the conditions of the alley's if businesses use them as a thoroughfare. The City or the Business? The ballfield reno will start after the Little League season.

14. 14. Staff

1) Chief of Police

2) Director of Public Works

3) Code Enforcement/Building Inspector

4) PARC Specialist

5) Clerk/Treasurer

6) Mayor

1) Chief of Police: Officer McClelland reported they have been very busy and doing the best they can. Someone tried to steal the ATM machine at OBe Credit Union again. They did get a good picture of a suspect's face though and hope to id him soon. The car tagger has been arrested but the police are still waiting for all the victims to file a report for restitution to add to the case.

2) Director of Public Works: Maria read the PW report into the record, reporting they are currently working on grading the alleyways and parking lots as well as cleaning/replacing street signs. Broke ground for the foundation of the new memorial wall near the walking trail next to the pool entrance. They will be building a gazebo in the fenced area of the pool. Replacing all of the old outdated fire hydrants as well as water meters this year, as well as the membrane bioreactor in basin 2 at the WWTP this summer.

3) Code Enforcement/Building Inspector: Brian von Clück introduced himself to Council and answered any questions they had.

5) Clerk/Treasurer: Ronna Barnes, Admin Clerk reported City Admin has been keeping up with the day to day operations, quarterly's are filed. Still working with IRS on a letter received charging the City with penalties and interest for filing's they already have. Maria Rodriguez, Jessica Reeves-Rush and Jessica Davis have all stepped up to the plate and have been helping out with anything that needs to be done. Thank you to them.

6) Mayor: He has been working with Jessica Reeves-Rush with the CERB grant reimbursements. He is hoping to get a report on our Sister City that was adopted quite awhile back. We have had a lot of calls on the backflow preventer letter and he will be

looking into that further. He met with police department during their employee meeting. He attended a City Connector Meeting in Raymond, which was very informative.

15. 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

1) Bucoda/Tenino Healthy Action Team (BTHAT); Councilmember Eisel reported they have the med take back on 4/26/25 beginning at 10 am.

2) Solid Waste Advisory Board: Councilmember Klamn reported on 4/16 the Fix It Fair will again be at St. Martin's in Lacey from 2:30 pm to 6:30 pm. On 5/3/25 they will be hosting a compost give away at the Lacey Park and Ride. They have completed the updated budget and rates for 2025.

4) Tenino School Board: Councilmember Lawton reported the Baseball team is currently in 1st place.

5) Thurston Regional Planning Council (TRPC)

6) Transportation Policy Board: Councilmember O'Callahan reported they are working on the transportation plan.

8) Legislature: Coming to a close with some good new rules to be passed.

PUBLIC COMMENTS 2

Deb Reichelderfer: Deb reported on Earth Day 4/19/2025 and the park clean up. She hopes everyone can attend.

She also introduced herself as the new treasurer for the Museum and reported they are hoping to do some pressure washing outside the museum prior to OTD. They will be celebrating 50 years and will hold a celebration during OTD on 7/26/2025. They had the roof redone and the gutters are cleaned. They hope to get a proclamation for the 50 years.

ANNOUNCEMENTS

Mayor Watterson reminded everyone of the VFW dinner for the Gold Star Family's. They are requesting if anyone knows of a veteran that resided in Tenino to please let them know.

ADJOURNMENT

Mayor Watterson adjourned the meeting at 7:50 pm

File Attachments for Item:

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.

Consent Calendar for April 9, 2025 through April 22 2025 consisting of:

- **Payroll EFT's in the amount of \$59,285.35**
- **Claims Checks #33237 through #33261 and EFT's in the amount of \$61,006.62.**

for a grand total of \$120,291.97

a) Liquor & Cannabis License:

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1140	04/09/2025	Payroll	5	EFT	Timberland Bank	11,850.34	941 Deposit for Pay Cycle(s) 01/20/2025 - 01/20/2025
1156	04/11/2025	Claims	5	EFT	Timberland Bank	997.02	
1169	04/11/2025	Payroll	5	EFT	AWC Benefits Trust	11,916.99	Pay Cycle(s) 01/20/2025 To 01/20/2025 - AWC; Pay Cycle(s) 02/20/2025 To 02/20/2025 - AWC
1216	04/20/2025	Payroll	5	EFT	Robert A Auderer	2,797.77	
1217	04/20/2025	Payroll	5	EFT	Veronica A Barnes	2,701.74	
1218	04/20/2025	Payroll	5	EFT	Miles Cannon	2,329.64	
1219	04/20/2025	Payroll	5	EFT	Troy LK Cannon	2,974.40	
1220	04/20/2025	Payroll	5	EFT	Jessica Davis	1,767.96	
1221	04/20/2025	Payroll	5	EFT	Brent L Gibbs	2,845.48	
1222	04/20/2025	Payroll	5	EFT	Aaron Lee	5,536.00	
1223	04/20/2025	Payroll	5	EFT	Alec C McClelland	2,889.34	
1224	04/20/2025	Payroll	5	EFT	Cole Plaja	1,953.48	
1225	04/20/2025	Payroll	5	EFT	Jason M Plaja	2,241.92	
1226	04/20/2025	Payroll	5	EFT	Jessica Reeves-Rush	1,332.96	
1227	04/20/2025	Payroll	5	EFT	Maria Rodriguez	2,563.22	
1235	04/17/2025	Claims	5	EFT	AWC	1,262.90	To balance City amount due compared to what City paid for AWC insurance January 2025 for employees. Correction by fund only not exact bars number percentages.
1242	04/17/2025	Payroll	5	EFT	WA State Dept of Retirement Systems	320.00	Pay Cycle(s) 04/20/2025 To 04/20/2025 - Deferred Comp
1244	04/17/2025	Payroll	5	EFT	WA Cares Fund Employment Security Dept	1,529.19	Pay Cycle(s) 02/05/2025 To 02/05/2025 - LTC; Pay Cycle(s) 03/05/2025 To 03/05/2025 - LTC; Pay Cycle(s) 03/20/2025 To 03/20/2025 - LTC; Pay Cycle(s) 04/05/2025 To 04/05/2025 - LTC; Pay Cycle(s) 01/20/2
1245	04/17/2025	Payroll	5	EFT	Employment Security	1,734.92	Pay Cycle(s) 02/05/2025 To 02/05/2025 - PFML; Pay Cycle(s) 03/05/2025 To 03/05/2025 - PFML; Pay Cycle(s) 03/20/2025 To 03/20/2025 - PFML; Pay Cycle(s) 04/05/2025 To 04/05/2025 - PFML; Pay Cycle(s) 01/
1273	04/22/2025	Claims	5	33237	Advanced Electrical Technologies	1,071.79	
1274	04/22/2025	Claims	5	33238	Greg Albrecht	96.46	
1275	04/22/2025	Claims	5	33239	Chehalis Outfitters	216.79	
1276	04/22/2025	Claims	5	33240	Chehalis Tribal Jail	755.00	
1277	04/22/2025	Claims	5	33241	Corporate Payment Systems	2,247.53	
1278	04/22/2025	Claims	5	33242	Correct Equipment	3,690.70	
1279	04/22/2025	Claims	5	33243	Duni Sanitation	155.00	
1280	04/22/2025	Claims	5	33244	Joe Enbody	1,650.00	
1281	04/22/2025	Claims	5	33245	Gibbs & Olson Inc	30,043.64	
1282	04/22/2025	Claims	5	33246	H D Fowler Co	585.46	
1283	04/22/2025	Claims	5	33247	J & I Power Equip	327.39	
1284	04/22/2025	Claims	5	33248	Chelsea Melton	150.00	
1285	04/22/2025	Claims	5	33249	Miles Sand And Gravel Company	366.93	
1286	04/22/2025	Claims	5	33250	PARC Foundation	3,500.00	
1287	04/22/2025	Claims	5	33251	Puget Sound Energy	7,245.30	

CHECK REGISTER

City Of Tenino

Time: 14:33:46 Date: 04/22/2025

04/09/2025 To: 04/22/2025

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1288	04/22/2025	Claims	5	33252	Quill	115.07	
1289	04/22/2025	Claims	5	33253	Securitas Technology	206.64	
1290	04/22/2025	Claims	5	33254	TRPC	338.40	
1291	04/22/2025	Claims	5	33255	Taurus Power & Control	3,405.67	
1292	04/22/2025	Claims	5	33256	Thurston Co Public Health & Social Serv	128.00	
1293	04/22/2025	Claims	5	33257	Thurston Co Treasurer	24.02	
1294	04/22/2025	Claims	5	33258	WA State Auditor	1,599.65	
1295	04/22/2025	Claims	5	33259	WA State Dept of Retirement Systems	25.00	
1296	04/22/2025	Claims	5	33260	Wells Fargo Vendor Fin Serv	465.14	
1297	04/22/2025	Claims	5	33261	Wilson Parts Corporation	337.12	
						001 General Government Fund #001	58,638.69
						002 Quarry Pool Fund #002	512.68
						101 City Street Fund #101	25,401.74
						310 Municipal Capital Imp Fund 310	3,895.90
						401 Water Fund	5,926.62
						402 Water Capital Imp Fund	4,697.75
						410 Sewer Fund	16,246.95
						421 Sewer Capital Improvement Fund	4,971.64
						<hr/>	
						Claims:	61,006.62
						120,291.97 Payroll:	59,285.35

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

File Attachments for Item:

6. Travers EV Chargers change order

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

CHANGE ORDER

(Instructions on reverse side)

No. 1

PROJECT: Tenino EV Chargers

DATE OF ISSUANCE: April 22, 2025 EFFECTIVE DATE: April 23, 2025

OWNER: City of Tenino

OWNER's Contract No.: N/A

CONTRACTOR: Travers Electric, Inc.

ENGINEER: Gibbs & Olson, Inc.

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

Description: Add two additional EV chargers per attached quote at the Sandstone Café parking lot.

Reason for Change Order: Increased scope of 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 quote dated March 6, 2025.


CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>196,217.94</u>	Original Contract Times Substantial Completion: <u>90 calendar days</u> Ready for final payment: <u>120 calendar days</u> days or dates
Net changes from previous Change Order No. <u> </u> to No. <u> </u> \$ <u>N/A</u>	Net changes from previous Change Order No. <u> </u> to No. <u> </u> <u>N/A</u> days
Contract Price prior to this Change Order \$ <u>196,217.94 including tax</u>	Contract Times prior to this Change Order Substantial Completion: <u>90 calendar days</u> Ready for final payment: <u>120 calendar days</u> days or dates
Net Increase of this Change Order \$ <u>84,349.46 incl. tax</u> <i>John</i>	Net Increase (decrease) of this Change Order <u>90 calendar days</u> days
Contract Price with all approved Change Orders \$ <u>280,567.40 incl tax</u>	Contract Times with all approved Change Orders Substantial Completion: <u>180 calendar days</u> Ready for final payment: <u>210 calendar days</u> days or dates

RECOMMENDED:

APPROVED:

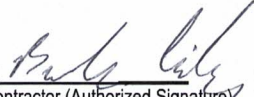
ACCEPTED:

6.

By:  _____
Engineer (Authorized Signature)

Date: April 17, 2025

By: _____
Owner (Authorized Signature)

By:  _____
Contractor (Authorized Signature)

Date: _____ Date: 4-17-25

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.



**TRAVERS
ELECTRIC**
ELECTRICAL CONTRACTORS SINCE 1969



TRAVERS ELECTRIC, INC.
TRAVEEI809RZ

122 STURDEVANT RD.
CHEHALIS, WA 98532
OFFICE 360-748-0059
FAX 360-748-7395

March 6, 2025

To: City of Tenino
Attn: Mike Marshall
Re: EV Chargers

Mike,

Travers Electric submits the below bid for additional EV chargers for the above referenced project:

Base Bid - \$77,885.00* plus applicable taxes

*Quoted prices valid for 15 days.

Inclusions:

1. One 35FT Class 6 wood power pole set in City parking lot behind the Sandstone Café.
2. One 400-amp 208/120-volt CT enclosure and meterbase.
3. One 400-amp 208/120-volt outdoor panel.
4. Two Charge Pointe Model CGTCP6021B80AL5.5 EV chargers.
5. Charge Pointe 5-year assure warranty and maintenance program.
6. Charge Pointe 5-year cloud plan.
7. Trenching and backfill.
8. Six 4" protective bollards.

Exclusions:

1. All utility company fees.
2. Bonds (available, please call for rate).
3. Overtime labor rates.
4. Surveying/staking.
5. Landscape restoration.
6. Traffic control.
7. Repairs to unlocated utilities.

Clarification: The electrical service is designed per Puget Sound Energy's Electric Service Handbook, however our design will need to be approved by Puget Sound Energy.

Thank you for your consideration on this project.

Brian Murray
Estimator

File Attachments for Item:

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.

LEASE AND OPTION TO PURCHASE AGREEMENT
BETWEEN THE CITY OF TENINO AND
THE TENINO COMMUNITY SERVICE CENTER/FOOD BANK PLUS

THIS LEASE AGREEMENT (“Lease”) is made this ____ day of _____, 2025 between the City of Tenino, a Washington municipal corporation (“Landlord”), and Tenino Community Service Center/Food Bank Plus, a Washington non-profit corporation (“Tenant”).

FOR AND IN CONSIDERATION of the terms and conditions set forth in this Lease, including without limitation the public interest, Landlord hereby rents and leases to Tenant, and Tenant hereby takes and leases from Landlord, the Leased Premises, as defined herein, upon all the following terms and conditions:

1. AGREEMENT TO LEASE.

Landlord desires to lease certain Premises to Tenant, as specifically described in Section 2, and Tenant desires to lease said Premises from Landlord.

2. PREMISES.

2.1 Description of Leased Premises. Landlord is the owner of the Premises physically located at 748 AND 798 Sussex Ave W, Tenino, Washington, (“the Property”), identified as APN 74901501000 (Cold Storage Warehouse) and 74901501100 (City Buildings) and legally described in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full. Upon the Cold Storage Property is located a metal building currently occupied by the Tenino Community Service Center/Food Bank Plus (“the Cold Storage Warehouse”). Upon City Buildings are two metal buildings to be occupied by the Tenino Community Service Center/Food Bank Plus (“the City Buildings”). Collectively the Properties, the Cold Storage Warehouse and City Buildings are referred to herein as “the Leased Premises.”

2.2 Use of Leased Premises. Except as otherwise expressly provided herein, Tenant shall use the Leased Premises exclusively for the purpose of operating a nonprofit community resource center serving the needs of the local population, including poor, infirm and/or otherwise needy people of the Tenino community, southern Thurston County and northern Lewis County. Tenant shall not use the Leased Premises for any other purpose without Landlord’s prior written consent, which may be withheld for any reason in Landlord’s sole discretion.

2.3 Services to be rendered.

A. Management: The Tenant agrees to operate and manage the services provided on the Leased Premises effectively and agrees to provide adequate supervision during open hours.

B. Hours Of Operation: The Tenant agrees to conduct activities on the Leased Premises to conform with the hours and days of operation identified in Exhibit B. The hours may be modified with prior notice to the City.

C. Employees of Tenant: The Tenant will ensure that its paid and unpaid staff shall

conduct themselves in a professional manner. The Tenant shall make every effort to maintain staffing adequate to administer the operations specified above and to provide adequate supervision for all activities that take place on the Premises. The Tenant will ensure that the Leased Premises are adequately staffed to provide services.

D. **Continue Occupancy**: The Tenant agrees to continuously and uninterruptedly, during the term of the Lease, occupy and use the Leased Premises for the purposes specified above, unless the Leased Premises are untenable by reason of fire, flood, or unavoidable casualty.

E. **Inspections**: City reserves the right to make inspections of the Leased Premises. Except in unusual circumstance, these inspections will be made after notification and during normal business hours.

3. **LEASE TERM: TERMINATION.**

3.1 **Term**. The term of this Lease (“Lease Term”) shall commence on _____, 2025, and shall expire automatically on December 31, 2031_____. Provided, that the parties may mutually agree to extend the Lease Term by executing a written amendment hereto to such effect.

3.2 **Termination for Breach**. Landlord may terminate this Lease in response to Tenant’s material breach hereof. In such event, Landlord shall provide written notice to Tenant describing the alleged breach. Provided, that Tenant shall be afforded the opportunity to cure or otherwise correct the condition(s) causing the breach, or agreeing to a remediation schedule acceptable to Landlord, as provided by Section 14.

4. **RENT.**

In consideration for use of the Leased Premises hereunder, Tenant shall remit to Landlord a total payment amount of one dollar (\$1.00) per year for each property. Such sum shall be paid within ten (10) days from the date of the execution of this Lease, and thereafter annually by January 1st of each succeeding year throughout the Lease Term. The parties mutually agree and acknowledge that Tenant’s operation of the Tenino Community Services Center/ Food Bank Plus upon the Leased Premises effectuates a fundamental government purpose and public benefit such as to obviate the necessity of additional compensation.

5. **OPTION TO PURCHASE.**

In consideration of the Rent to be paid by Tenant under this Lease and other good and valuable, Landlord grants to Tenant the option (the “Option”) to purchase the Premises, including but not limited to all structures and improvements thereon and all appurtenances thereto, on the terms and conditions set forth herein and in accordance with the Commercial Brokers Association (CBA) Real Estate Purchase Agreement (the “Purchase Agreement”) for a purchase price (the “Purchase Option Price”) equal to the Fair Market Value of the Premises as of the date of the Option Exercise Notice, as that term is defined below, as determined in accordance with Section 5.1.

Tenant shall have the right to exercise the Option by Tenant giving Landlord written notice of Tenant’s exercise thereof (the “Option Exercise Notice”), during the Lease Term. The Option Exercise Notice shall be accompanied by two (2) copies of the Purchase Agreement each dated as

of the date of Tenant's Option Exercise Notice and executed by Tenant, as purchaser, and reflecting a closing date not less than sixty (60) days, and not more than ninety (90) days, after the date of the Option Exercise Notice. Within three (3) business days after the latter to occur of (i) Landlord's receipt of Tenant's exercise of the Option, or (ii) the determination of Fair Market Value pursuant to Section 5.1, Landlord shall execute and return to Tenant one copy of the Purchase Agreement which Tenant shall have sent to Landlord. In the event that the Option is not exercised by Tenant in the manner provided herein before the end of the Lease Term, the Option shall be null and void and of no further force or effect. The Purchase Option Price shall be payable in cash.

5.1 **Determination of Fair Market Value.** "Fair Market Value" shall be determined in the manner provided below:

A. Upon Tenant providing Landlord with the Option Exercise Notice (as provided herein), Landlord and Tenant shall meet within ten (10) days to agree upon the Fair Market Value for the Purchase Option Price. If Landlord and Tenant shall so agree on the Fair Market Value for such Purchase Option Price within such time as specified above, they shall forthwith execute the Purchase Agreement.

B. If Landlord and Tenant are unable to agree on Fair Market Value within the time provided, Landlord shall appoint a licensed real estate appraiser within ten (10) days and immediately notify Tenant in writing of said appointment and of the name and address of the licensed real estate appraiser so appointed. Tenant shall have the right to appoint a licensed real estate appraiser within such ten (10) days, and shall immediately notify Landlord in writing of said appointment and of the name and address of the licensed real estate appraiser so appointed. If within ten (10) days after their appointment, the two licensed real estate appraisers agree on the Fair Market Value within a five percent (5%) differential, the Fair Market Value shall equal the average of the determination made by each of said two licensed real estate appraisers, and shall be binding upon Landlord and Tenant. If the two licensed real estate appraisers do not, within ten (10) days after their appointment, agree on the Fair Market Value, within a five percent (5%) differential, the licensed real estate appraisers shall then appoint a third licensed real estate appraiser within ten (10) days thereafter. Such third appraiser shall, within twenty (20) days of such appointment, choose either the Fair Market Value determined by Landlord's appraiser or the Fair Market Value determined by Tenant's appraiser as the final Fair Market Value. The third appraiser's choice shall be based upon its determination of which of the two proposed Fair Market Value determinations is more reasonable. The Fair Market Value chosen by the third appraiser shall be binding on Landlord and Tenant. The decision shall be made in writing and signed by the licensed real estate appraisers in duplicate. One of the writings shall be delivered to Landlord and the other shall be delivered to Tenant. The charges for services of the licensed real estate appraisers, if any, shall be borne by the Landlord and Tenant in equal shares.

C. The licensed real estate appraisers appointed pursuant to this Section must be licensed real estate appraisers specializing in industrial real estate with at least five (5) years' continuous and active experience in the Olympia-Lacey-Tumwater metropolitan area. Notwithstanding anything to the contrary contained herein, in no event shall the appraisers take into account the value of any improvements to the Premises made or paid for by Tenant in determining the Fair Market Value.

D. In the event Tenant or Landlord fails to appoint an appraiser as provided above, the appraiser so appointed shall determine Fair Market Value and such determination shall be binding on the parties, subject to the right of such party failing to appoint an appraiser to have another appraiser appointed jointly by the appraiser to appointed and the party that failed to appoint an appraiser. The appraiser so appointed as provided in this Subsection shall be deemed the “third appraiser” for purposes of this Section.

E. In the event the appraisers selected by Landlord and Tenant are unable to agree on a third appraiser, the matter shall be submitted to the American Arbitration Association for the appointment of a third appraiser.

6. **PERMITTED USE.**

6.1 **Use.** The permitted use of the Leased Premises is exclusively for the purposes described in Section 2.2 herein. Tenant shall not use nor permit or suffer the use of the Leased Premises for any other business or purpose without Landlord’s consent.

6.2 **Compliance with Laws.** Tenant shall, at Tenant’s sole cost and expense, comply fully with all local, state and federal laws, statutes, ordinances, governmental rules, regulations or requirements now in force or which may hereafter be in force with respect to Tenant’s use and occupancy of the Leased Premises. Tenant is solely responsible for maintaining compliance with all applicable laws as well as any permitting conditions for any construction upon or use of the Leased Premises by Tenant.

7. **UTILITIES.** Tenant shall be and remain responsible for all charges for all utilities, including without limitation all telephone, internet, cable, water, gas, heat, electricity, power, and/or sewer service, charged or attributable to the Leased Premises, including the Building.

8. **LICENSES AND TAXES.**

8.1 **Business and Regulatory Licenses.** Fees and Charges. Tenant shall be liable for, and shall pay before delinquency throughout the Lease Term, all applicable license fees, regulatory charges, excise fees, and occupation taxes covering Tenant’s use of and business conducted on the Leased Premises.

8.2 **Leasehold Excise Tax.** The parties acknowledge that this Lease is exempt from leasehold excise taxes pursuant to Chapter 458-29A WAC.

8.3 **Personal Property Taxes.** Tenant shall pay, or cause to be paid, before delinquency, any and all applicable taxes levied or assessed during the Lease Term upon all of Tenant’s leasehold improvements, equipment, furniture, fixtures, and any other personal property of Tenant located upon the Leased Premises.

9. **ALTERATIONS.**

9.1 **Acceptance of Premises.** Except as otherwise expressly provided herein, Tenant acknowledges that Landlord has absolutely no responsibility to make any improvements or repairs to the Leased Premises, including the Building, at any time, including but not limited to the time

of possession or any other Term, even if conditions necessitating improvement or repair do not arise or become manifest until after possession. Tenant accepts the Leased Premises "AS IS" and "WHERE IS."

9.2 **Alterations by Tenant.** Tenant shall not make any interior or exterior alterations, additions or improvements in or to the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld and Landlord will endeavor to respond to such request within thirty (30) days after all plans and budget have been submitted to Landlord. Any such alterations, additions or improvements consented to by Landlord shall be made at Tenant's sole cost and expense; provided, that Tenant shall be solely responsible for ascertaining and paying any prevailing wages applicable therefor to the extent required by Chapter 39.12 RCW. Tenant shall secure any and all governmental permits, approvals or authorizations required in connection with any such work and shall hold Landlord harmless from any and all liability, costs, damages, expenses (including attorneys' fees), and any and all liens resulting therefrom.

10. **MAINTENANCE OF PREMISES.**

Tenant agrees to keep the Leased Premises in such repair (routine maintenance) as they are at the commencement of said lease term, reasonable wear and tear excepted, and shall maintain the same in a safe, operable and legally compliant condition. As used herein, routine maintenance shall include, each and every obligation of Tenant to keep, maintain and repair shall include, without limitation, all ordinary nonstructural repairs and replacements. To the extent possible, Tenant shall keep the Premises from falling temporarily out of repair or deteriorating. Further, Tenant shall keep and maintain the improvements at any time situated upon the Premises, the parking area and all sidewalks and areas adjacent thereto, safe, secure, clean and sanitary (including, without limitation, snow and ice clearance, planting and replacing flowers and landscaping, and necessary interior painting and carpet cleaning), and in substantial compliance with all zoning, municipal, county and state laws, ordinances and regulations applicable to the Premises. Landlord represents and warrants that the Premises are as of the date of this Lease, in compliance with all applicable zoning, municipal, county and state laws, ordinances and regulations. Tenant will at its sole expense promptly replace any broken or damaged property or equipment with material or equipment of equal size and quality. Tenant will not knowingly allow the Property or the Building to be damaged in any way and shall yield up the Leased Premises at the end of the above referenced term in good repair, except for reasonable wear and tear.

11. **SURRENDER OF PREMISES.**

In the event this Lease is terminated, or in the event Tenant desires to relocate its operations to a different site, Tenant may remove the improvements installed by Tenant (excluding the Building) from the Property, restoring the Property to its original condition. Tenant may also work with Landlord to identify a new tenant acceptable to Landlord in Landlord's sole discretion. Provided, that nothing herein shall be construed as requiring Landlord to accept any new tenant or otherwise as limiting or constraining Landlord's discretion regarding the use of the Property.

12. **LIENS AND ENCUMBRANCES.**

Tenant shall keep the Leased Premises free from any liens or encumbrances arising out of any work performed, materials furnished or obligations incurred by arising therefrom. Landlord may

require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's sole cost and expense, payment and performance bonds in an amount equal to one and one-half (1 and 1/2) times the estimated cost of any improvements, additions, or alterations in the Leased Premises which the Tenant desires to make, in order to insure Landlord against any liability for the completion of such work. Nothing in this section shall be construed as an acknowledgment or concession that the Leased Premises is subject to any lien or encumbrance.

13. ASSIGNMENT AND SUBLETTING.

Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, nor sublet the whole or any part of the Leased Premises, nor shall this Lease or any interest hereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of Landlord. Any such assignment, transfer, pledge, hypothecation or encumbrance without the prior written consent of Landlord shall be void.

14. INDEMNIFICATION, INSURANCE, AND RISK OF LOSS.

14.1 Indemnification. Tenant shall protect, defend, indemnify, and hold harmless Landlord, its officers, officials and employees from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use or occupation of the Leased Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Leased Premises, except only such injury or damage as shall have been occasioned by the sole negligence of Landlord. Tenant's obligations under this section expressly include without limitation responsibility for any injury or loss caused or suffered by any employee, agent or invitee of Tenant

It is further specifically and expressly understood that the indemnification provided herein constitutes Tenant's waiver of immunity under the Industrial Insurance provisions of Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this subsection shall survive the expiration or termination of this Lease.

14.2 Insurance. The Tenant shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Tenant's operation and use of the leased Premises.

A. No Limitation.

The Tenant's maintenance of insurance as required by the Lease shall not be construed to limit the liability of the Tenant to the coverage provided by such insurance, or otherwise limit the Landlord's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance.

The Tenant shall obtain insurance of the types and coverage described below:

i. Commercial General Liability insurance shall be at least as broad as Insurance Services

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Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The Landlord shall be named as additional insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.

- ii. Property insurance shall be written on a Special Form basis with Earthquake and Flood included.

C. Minimum Amounts of Insurance.

The Tenant shall maintain the following insurance limits:

- i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- ii. Property insurance shall be written covering the full value of Tenant's property and improvements with no coinsurance provisions.

D. Other Insurance Provisions.

The Tenant's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Landlord. Any insurance, self-insurance, or self-insured pool coverage maintained by the Landlord shall be excess of the Tenant's insurance and shall not contribute with it.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current AM. Best rating of not less than A: VII. Membership in a self-insured risk pool will be acceptable and not require an A M. Best Rating.

F. Verification of Coverage.

The Tenant shall furnish the Landlord with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Tenant.

G. Waiver of Subrogation.

Tenant and Landlord hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

H. Landlord's Property Insurance.

Landlord shall purchase and maintain during the term of the lease all-risk property

insurance covering the Cold Storage Warehouse and City Buildings for its full replacement value without any coinsurance provisions.

I. Notice of Cancellation.

The Tenant shall provide the Landlord with written notice of any policy cancellation within two business days of their receipt of such notice.

J. Failure to Maintain Insurance.

Failure on the part of the Tenant to maintain the insurance as required shall constitute a material breach of lease, upon which the Landlord may, after giving five business days' notice to the Tenant to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Landlord on demand.

K. Landlord's Full Availability of Tenant Limits.

If the Tenant maintains higher insurance limits than the minimums shown above, the Landlord shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Tenant, irrespective of whether such limits maintained by the Tenant are greater than those required by this contract or whether any certificate of insurance furnished to the Landlord evidences limits of liability lower than those maintained by the Tenant.

14.3 Risk of Loss. Tenant exclusively assumes all risk of loss in storing, doing any work upon, using or operating any personal property upon the Leased Premises, and Landlord shall have no responsibility whatsoever for the safety, protection, integrity or preservation thereof.

14.4 Limitation of Individual Liability. Tenant agrees that no officer, official or employee of Landlord will be personally liable for any obligation of Landlord hereunder, and that Tenant must look solely to the interest of Landlord in its corporate capacity for the enforcement of any claims arising hereunder.

15. TENANT'S DEFAULT.

The occurrence of any one or more of the following shall constitute a material default and breach of this Lease by Tenant:

- A. Vacating the Premises. The vacating or abandonment of the Leased Premises by Tenant for more than fifteen (15) Days.
- B. Failure to Pay Rent. The failure by Tenant to make any payment of rent or adjusted rent, or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof by Landlord to Tenant.
- C. Unpermitted Use of Leased Premises. Use of the Leased Premises for any purpose not

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authorized by Section 2.2 herein shall be grounds for immediate default.

- D. Failure to Perform. Other than as specified in Section 14.1 (B) and (C) above, the failure by Tenant to observe or perform any of the covenants or provisions of this Lease to be observed or performed by Tenant, specifically including without limitation Tenant's failure to utilize the Property for the purposes set forth in this Lease, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant, provided, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

15.1 Remedies in Default. In the event of any default or breach by Tenant under this Lease, in addition to any other remedies at law or in equity, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

- A. Terminate Lease. Terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case, this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord to the maximum extent permissible by law. In such event, Landlord shall be entitled to recover from Tenant: (i) all past due rents, and other charges; (ii) the expenses of removing fixtures installed by Tenant and restoring the Leased Premises to pre-possession status; (iii) Landlord's reasonable attorneys' fees, if applicable; (iv) the worth, at the time of court award, of the amount by which the unpaid rent and other charges called for herein covering the balance of the Lease Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could have reasonably been avoided by Landlord; or,
- B. Other Remedies. Pursue any other remedy now or hereafter available to Landlord under the laws of the State of Washington. Landlord expressly reserves the right to recover from Tenant any and all actual expenses, costs and damages caused in any manner by reason of Tenant's default or breach.

Without prejudice to the forgoing, Landlord and Tenant may mutually agree upon a remediation schedule to cure any default or breach.

15.2 Legal Expenses. If either party is required to bring or maintain any action (including assertion of any counterclaim or cross-claim, or claim in a proceeding in bankruptcy, receivership or any other proceeding instituted by a party hereto or by others), or otherwise refers this Lease to any attorney for the enforcement of any of the covenants, terms or conditions of this Lease, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other party all the costs incurred by the prevailing party, including reasonable attorneys' fees.

15.3 Remedies Cumulative - Waiver. Landlord's remedies hereunder are cumulative and the Landlord's exercise of any right or remedy due to a default or breach by Tenant shall not be deemed a waiver of, or to alter, affect or prejudice any right or remedy which Landlord may have under this Lease or by law. Neither the acceptance of rental payments nor any other acts or omission of Landlord at any time or times after the happening of any event authorizing the cancellation or

forfeiture of this Lease shall operate a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Landlord of its right to cancel or forfeit this Lease, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist or be construed so as at any time to stop Landlord from promptly exercising any other option, right or remedy that it may have under any term or provision of this Lease, at law or in equity.

16. DEFAULT BY LANDLORD.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord. The notice shall specify wherein Landlord has failed to perform such obligation; provided, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant further agrees not to invoke any remedies until such thirty (30) days have elapsed.

16.1 Tenant's Remedies. In the event Landlord breaches any of its obligations hereof, and if such breach is curable and is not cured within thirty (30) days after written notice thereof, Tenant shall have the right to terminate this Lease. In addition to Tenant's rights contained herein or available in law or at equity, in the event Landlord neglects or fails to comply with any of Landlord's obligations contained in this Lease, Tenant may, after giving Landlord not less than thirty (30) days prior written notice, (a) cure any such Landlord's default and (b) withhold rent in an amount not to exceed any amount which Tenant spends to cure any such default or otherwise incurs by reason of Landlord' default (including attorneys' fees and expenses).

17. ACCESS AND USE BY LANDLORD: AUDIT RIGHTS.

17.1 Right of Entry. Upon forty-eight (48) hours written notice to Tenant, Landlord or Landlord's employees, agents, and contractors shall have the right, but no obligation, to enter the Leased Premises at any time to examine the same and/or to make such inspections, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. If Tenant is not personally present to permit entry and an entry is necessary in Landlord's reasonable discretion, Landlord may in case of emergency forcibly enter the same, without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of repair with respect to the Leased Premises except as otherwise specifically provided for herein.

17.2 Audit. Tenant shall keep and retain for a period of six (6) years accurate books, records and financial statements regarding Tenant's use and occupation of the Leased Premises, and shall promptly avail the same to Landlord upon request for the purpose of inspection and audit. Tenant shall fully cooperate with Landlord with respect to any such inspection and audit.

18. SURRENDER OR ABANDONMENT OF LEASED PREMISES.

18.1 Surrender of Possession. Tenant shall promptly yield and deliver to Landlord possession of the Leased Premises at the expiration or prior termination of this Lease.

18.2 Abandonment. Should Tenant vacate or abandon the Leased Premises or be dispossessed by process of law or otherwise, such abandonment, vacation or dispossession shall be deemed a breach of this Lease, and, in addition to any other rights which Landlord may have, Landlord may remove any personal property belonging to Tenant which remains on the Leased Premises and store or dispose of the same to the fullest extent legally permissible, the cost of such removal, storage and/or disposal to be charged to Tenant.

19. MISCELLANEOUS.

19.1 Notices. Any notices, demands and other communications to be given or delivered under this Lease shall be in writing and shall be deemed effective: (i) when personally delivered; (ii) when received via facsimile or electronic mail where the receiving party provides confirmation of transmission; or (iii) three (3) days after being mailed by certified mail, return receipt requested. Notices, demands and communications will, unless notice is given specifying another address, be sent to the addresses indicated below. Any party may change the address to which notices are to be sent by notifying the other party of such change.

If to Landlord:
City of Tenino
P.O. Box 4019
Tenino, WA 98589

If to Tenant:
Tenino Community Service Center/ Food Bank Plus
P.O. Box 1239
Tenino, WA 98589

19.2 Governing Law; Venue. This Lease shall be governed by the Laws of the State of Washington. The venue for any litigation arising out of this Lease shall be the Superior Court for Thurston County, Washington.

19.3 Time. Time is of the essence with respect to this Lease and each and all of its provisions in which performance is a factor.

19.4 Non-Waiver. The failure of either Landlord or Tenant to insist upon strict performance of any of the covenants, promises or agreements contained in this Lease shall not be construed as a waiver thereof. Waiver of a particular breach or default shall not be deemed to be a waiver of any subsequent breach or default.

19.5 Severability. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

19.6 Entire Agreement. The provisions of this Lease constitute the entire agreement of the parties regarding the Leased Premises, and supersede all understandings, offers, negotiations, and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind between the parties not set forth herein. Any amendment or modification of this Lease must be in writing and signed by both parties.

19.7 No Third-Party Beneficiary. This Lease is executed for the exclusive benefit of the signatory parties and their respective successors and assigns. Nothing herein shall be construed as creating any enforceable right, claim or cause of action in or for any third-party.

19.8 Regulatory Authority Preserved. Tenant acknowledges that Landlord has executed this Lease in Landlord's capacity as owner of the Property. Nothing herein shall be construed as a waiver, abridgement or limitation of the City of Tenino's regulatory authority, which the City hereby reserves in full.

19.0 No Employment Relationship. Nothing herein shall be construed as establishing an employment relationship between Landlord and any employee, agent or contractor of Tenant, or between Tenant and any employee, agent or contractor of Landlord.

19.10 Public Records Disclosure. Tenant expressly acknowledges that Landlord is an "agency" as defined by Chapter 42.17 RCW, and is fully subject to the provisions governing the disclosure of public records codified at Chapter 42.56 RCW. To the extent required or otherwise authorized by said statutes or other applicable law:

A. Any public records submitted to or generated by Landlord in connection with this Lease and Option to Purchase for 748 and 798 Sussex Ave W
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Exhibit A

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are potentially subject public to inspection and copying upon request. Tenant expressly waives any claim or cause of action against Landlord arising out of such disclosure made in good faith pursuant to a Public Records Request.

- B. Tenant shall fully cooperate with and assist Landlord with respect to any request for public records received by Landlord and related to any public records generated, produced, created and/or possessed by Tenant and related to this Lease. Upon written demand by Landlord, the Tenant shall furnish Landlord with full and complete copies of any such records within five business days. Tenant’s failure to timely provide such records upon demand shall be deemed a breach of this Lease. To the extent that Landlord incurs any monetary penalties, attorneys’ fees, and/or any other expenses as a result of such breach, Tenant shall fully indemnify and hold harmless Landlord.
- C. For purposes of this section, the term “public records” shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

19.11 Signatory Warranty. Each signatory hereto represents and warrants that he/she is authorized to sign this Lease on behalf the party whom he/she is purporting to sign.

19.12 Recording. This Lease, or a Memorandum of Lease referring hereto in a form mutually acceptable to the parties, shall be recorded with the Thurston County Auditor by Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above set forth.

LANDLORD:

CITY OF TENINO

By: _____
Dave Waterson, Mayor

TENANT:

TENINO COMMUNITY SERVICE CENTER/FOOD BANK PLUS

Lease and Option to Purchase for 748 and 798 Sussex Ave W
Page 13 of 17
Exhibit A

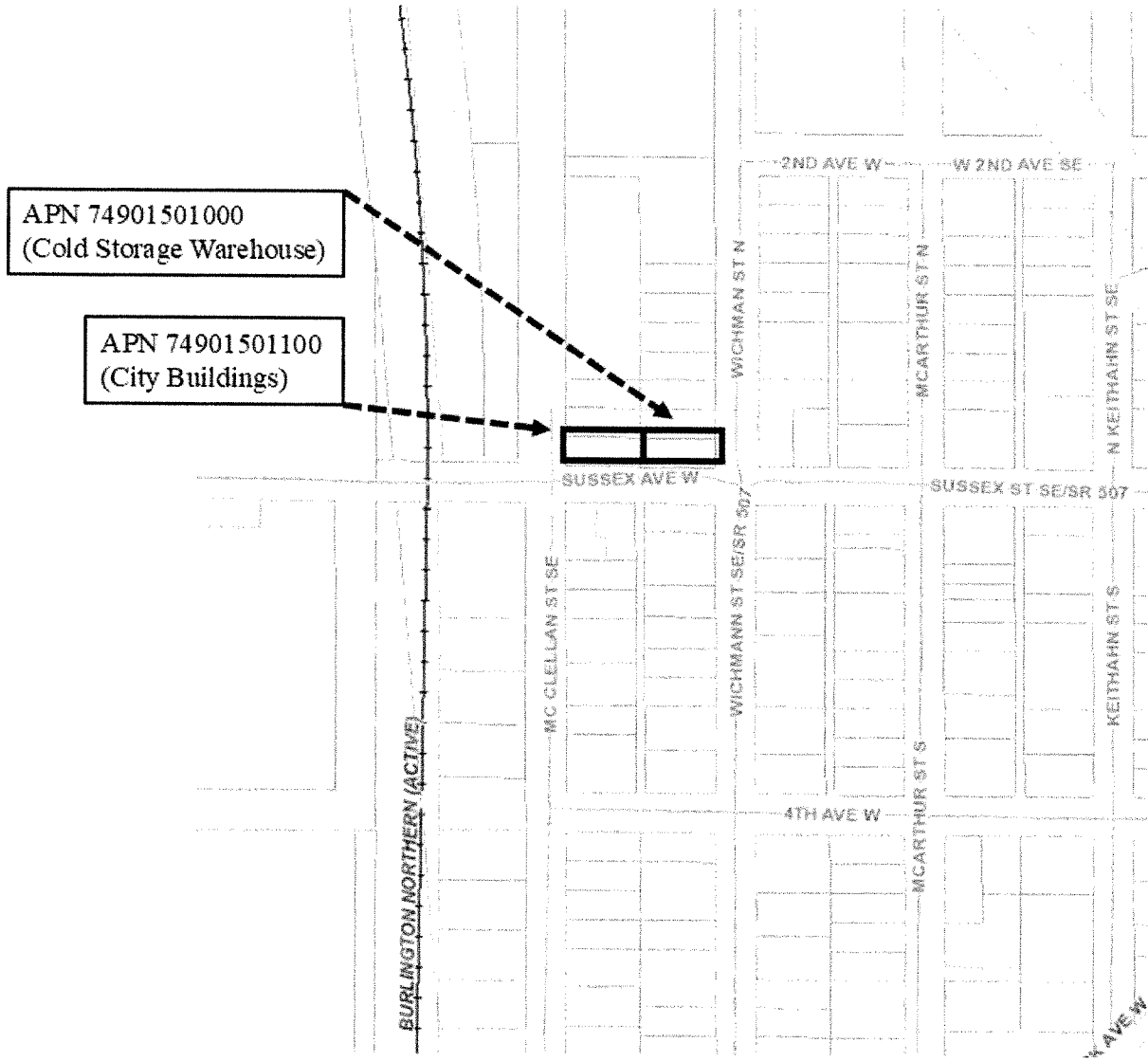
By: _____
Jody Stoltz, Executive Director

EXHIBIT A
Legal Description

APN 74901501000 (Cold Storage Warehouse)
Add legal text

APN 74901501100 (City Buildings)
Add legal text

Exhibit B Map
City of Tenino Lease and Option to Purchase Parcels



Lease and Option to Purchase for 748 and 798 Sussex Ave W
Page 15 of 17
Exhibit C

EXHIBIT C
Hours of Operation

APN 74901501000 (Cold Storage Warehouse)

Employees, volunteers and contractors, Sunday through Saturday: 7 AM to 5 PM.

APN 74901501100 (City Buildings)

Employees, volunteers and contractors, Sunday through Saturday: 7 AM to 5 PM.

Clients, Tuesday and Thursday, 9 AM to 12 PM.

File Attachments for Item:

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.

**AGREEMENT FOR PROFESSIONAL BUILDING INSPECTION
 SERVICES
 BETWEEN THE CITY OF TENINO AND BRIAN VON CLÜCK SERVICES**

THIS AGREEMENT, is made this 22nd of April, 2025 by and between the City of TENINO (hereinafter referred to as "City"), a Washington Municipal Corporation, and Brian von Clück (hereinafter referred to as "Service Provider"), doing business at 37413 Allen Rd. S Roy, WA. 98580.

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of Building Inspection Services, and Service Provider agrees to contract with the City for same. This contract does not include any Code Enforcement for the City of Tenino;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Description of Work.** Service Provider shall perform work as described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.
2. **Payment.**
 - A. The City shall pay Service Provider at the rate set forth in Exhibit A, for the services described in this Agreement.
 - B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.
 - C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.
3. **Relationship of Parties.** The parties intend that an independent contractor client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee,

agent, representative or subcontractor of the City. None of the benefits provided by the city

to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

4. Services Performed. City of Tenino On-Call Building Inspection Services.
5. Duration of Work. Service Provider shall perform the work described in Exhibit at the City's request, as needed.
6. Termination.
 - A. Termination Upon the Cit 's option. The City shall have the option to terminate this Agreement at any time, for any reason. Termination shall be effective upon thirty (30) days written notice to the Service Provider.
 - B. Termination Upon the Service Provider's option. The Service Provider shall have the option to terminate this Agreement at any time, for any reason. Termination shall be effective upon thirty (30) days written notice to the City.
 - C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.
7. Nondiscrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
8. Indemnification / Hold Harmless. The Service Provider shall fully protect, defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The Service Provider's obligations under this section shall specifically include, but are not limited to, responsibility for claims, injuries, damages, losses and suits arising out of or in connection with the acts and omissions of Service Provider's employees, contractors, consultants and agents. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24. 1 15, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and

the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Agreement

9. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A Minimum Amounts and Scope of Insurance. Consultant shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$250,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance with limits no less than \$250,000 each occurrence, \$250,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability with limits no less than \$250,000 per claim and

B. \$250,000. policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.

1. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
2. Acceptability of insurers. Insurance is to be placed with insurers with a current AM. Best rating of not less than A: Vile
3. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not

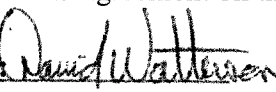
necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Certificates of coverage and endorsements as required by this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.

4. Notice of Cancellation, The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
5. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
10. Entire Agreement. The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
11. City's Right of Supervision, Limitation of Work Performed by Service Provider. Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
12. Work Performed at Service Provider's Risk. Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
13. Ownership of Products and Premises Security.
 - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
 - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
14. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.

15. **Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
 16. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
 17. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
- 1 8. **Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
19. **Public Records Disclosure.** Service Provider shall fully cooperate with and assist the City with respect to any request for public records received by the City and related to any public records generated, produced, created and/or possessed by Service Provider and related to the services performed under this Agreement. Upon written demand by the City, the Service Provider shall furnish the City with full and complete copies of any such records within five business days.
 20. **Service Provider's failure to timely provide such records upon demand shall be deemed a breach of this Agreement.** To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Service Provider shall fully indemnify and hold harmless the City as set forth in Section 8. For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF TENINO

By: 
City of Tenino

CITY CONTACT
City of Tenino 149
Hodgden Street
S, Tenino, WA 98589
Service Provider

BvC

SERVICE PROVIDER CONTACT
Brian von Clück
37413 Allen Rd. S.
Roy WA 985801
253-678-5557

By: 

EXHIBIT A
Professional Services Agreement
Brian von Clück
Effective Date: April 22, 2025

At the request and direction of the City of Tenino, the Service Provider shall perform the following services as required.

Building Plan Review Services.

- a. Perform all services normally and customarily associated with building plan review plans submitted for approval of construction as directed by the City Manager or the representative.
- 2 Compensation;
 - a. The Consultant shall be compensated Sixty-Five percent (65%) of the building permit fee for the plan review fee as applicable.

Inspection Services.

- a. Perform all services normally and customarily associated with the inspections of buildings under construction, in accordance with approved permits, as directed by the City Manager or his representative.
- 2. Compensation: The Consultant shall be compensated 60% of the Building Permit fees for all the required inspections of a building permitted by the City. And Signature of the Certificate of Occupancy
 - a. Supplemental Permits such as Water Heater Change outs, HVAC change outs, Reroof and smaller Permits issued by the City as typical over-the-counter permits will be compensated at \$100.00 per hour with a one-hour minimum fee or 60% of the building permit fee whichever one is greater.
- 3 Consulting Fee: For services other than Building Inspection Consultant fee is \$100.00 Per Hour. Consultant will be provided any insurance required by the city at the rates requested through the cities insurance carrier and per code provide legal defense as ICC code states.

ATTEST/AUTHENTIC

City Clerk

Approved

Burt D. K.
By: _____

City Attorney

OLD

EXHIBIT A

Professional Service Agreement

Brian von Clück

Effective Date: June 1, 2024

At the request and direction of the City of Tenino, the Service Provider shall perform the following services as required.

- 1. Inspection Services;
 - a. Perform all services normally and customarily associated with inspections of buildings under construction, in accordance with approved permits, as directed by the City Manager or his representative.
- 2. Compensation; The Consultant shall be compensated 60% of the Building Permit fees for all the required inspections of a building permitted by the City. And Signature of the Certificate of Occupancy
 - a. Supplemental Permits such as Water Heater Change outs, HVAC change outs, Reroof and smaller Permits issued by the City as typical over-the-counter permits will be compensated at \$100,00 per hour with a one-hour minimum fee or 60% of the building permit fee whichever ever one is greater.
- 3, Consulting Fee; For services other than Building Inspection Consultant fee is \$125.00 Per Hour.

File Attachments for Item:

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

RESOLUTION NO. 2025-04

**A RESOLUTION OF THE CITY OF TENINO, WASHINGTON,
DECLARING CERTAIN CITY VEHICLE, TO BE SURPLUS AND OF NO
FURTHER USE TO THE CITY AND AUTHORIZING THE SALE AND
DISPOSITION THEREOF.**

WHEREAS, the city of Tenino, Washington, is authorized, pursuant to RCW 35A.11.010, to dispose of vehicle owned by the city by sale; and

WHEREAS, the city Council of the city of Tenino, Washington, considers the described vehicle below, owned by the city to be surplus and of no further use to the city; and

WHEREAS, the City Council of the city of Tenino, Washington, considers the sale of the described vehicle below, to be in the best interest of the citizens and patrons of the city; now, therefore,

**THE CITY COUNCIL OF THE CITY OF TENINO, WASHINGTON, DO
RESOLVE AS FOLLOWS:**

Section 1. The city of Tenino, Washington, does declare the following described vehicles surplus and of no further use to the city:

2005 Chevrolet Pickup VIN# 1GCEK19T25E294465

Section 2. The Mayor of the city of Tenino, Washington, shall be, and he hereby is, authorized to sell or otherwise dispose of said vehicle in a commercially-reasonable manner as determined by the Mayor or his designee.

ADOPTED by the City Council of the city of Tenino, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this _____ day of _____, 2025.

David Watterson, Mayor

Attest:

Veronica Barnes, Admin Clerk

Approved as to form:

Brent Dille, City Attorney