

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, January 26, 2021 at 6:30 PM

Agenda

1) Committee/Commission Appointments

2) Playground equipment

3) Temp C/T S. Garrison

4) B. Barnes, Building Official

CALL TO ORDER

AGENDA APPROVAL

Minutes for the January 12, 2021 Regular Meeting of the Tenino City Council.

Recommended action: Move to approve the January 12, 2021 Regular Meeting of the Tenino City Council as presented.

- [1.](#) Minutes for the January 12, 2021 Regular Meeting of the Tenino City Council.

Recommended action: Move to approve the January 12, 2021 Regular Meeting of the Tenino City Council as presented.

Consent Calendar consisting of January 13, 2021 through January 26, 2021 with Payroll EFT's in the amount of \$17,831.64 and Claims Checks #29637 through #29668 and EFT's in the amount of \$52,046.83 for a grand total of \$69,878.47.

Recommended action: Move to approve EFT's and Vouchers as presented.

- [2.](#) EnterTextHere

EXECUTIVE SESSION

PRESENTATIONS

3. Ms. Suzanne Dale Estey, Executive Director of the Washington Economic Development Association, is joined by Ms. Candace Bock, Director of Government Relations for the Association of Washington Cities, will present information on Tax Increment Financing.

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

NEW BUSINESS

- [4.](#) Mayor Fournier is asking the council to approve a contract for Public Works help with the Town of Bucoda. Please see contract attached.

RESOLUTIONS

ORDINANCES

REPORTS

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

1. Minutes for the January 12, 2021 Regular Meeting of the Tenino City Council.

Recommended action: Move to approve the January 12, 2021 Regular Meeting of the Tenino City Council as presented.

**City Council Meeting
Tuesday, January 12, 2021**

Minutes

WORK SESSION

1. An executive session as provided by RCW 42.30.120(1)(i):
Cancelled

CALL TO ORDER

AGENDA APPROVAL

2. Agenda for the January 12, 2021 Regular Meeting of the Tenino City Council

Recommended action: Move to approve the Agenda for the January 12, 2021 Regular Meeting of the Tenino City Council as presented.

APPROVAL OF MINUTES

3. Minutes for the December 22, 2020, Regular Meeting of the Tenino City Council.

Recommended action: Move to approve the December 22, 2020, Regular Meeting of the Tenino City Council as presented.

CONSENT CALENDAR

4. Consent Calendar consisting of December 23, 2020 through December 31, 2020 with Claims Checks #29588 through #29601, and other EFT's in the amount of \$102,028.77 for a Grand Total of \$102,028.77.

Consent Calendar consisting of January 1, 2021 through January 12, 2021 with Payroll EFT's in the amount of \$26,440.35 and Claims Checks #29589 through #29636 and EFT's in the amount of \$206,452.07 for a grand total of \$232,892.42.

Recommended action: Move to approve EFT's and Vouchers as presented.

5. Liquor and Cannabis Licenses or Renewals:

New Licenses:

Don Juan's Mexican Kitchen and Veterans of Foreign Wars Post 5878

EXECUTIVE SESSION

PRESENTATIONS

6. During the November 24, 2020, regular meeting, Mr. Chris Coulombe addressed the Council seeking relief from the excess water charges due to a leak in his household plumbing. C/T Millard worked up an offer of settlement, but Mr. Coulombe did not wish to accept that offer,

but instead offered to pay more than what C/T Millard offered. While this seemed odd, Mr. Coulombe appeared before Council and Council accepted the the \$1000 in satisfaction of the excess usage amount.

Now Mr. Coulombe contends that we did not understand what he was really asking. Despite the extensive discussion of the excess usage, he maintains he was really seeking complete relief from both the excess usage and any amounts in arrears; in short, he asks the Council forgive any amount due and owing up to the date of the November billing period.

At the time Mr. Coulombe tendered the \$1000.00 payment, his bill totaled \$2,211.92. The payment brought that balance down to \$1,211.92 and would require the Council to authorize an additional credit of \$1211.92 to bring the balance to zero as of the date of the November billing period.

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

NEW BUSINESS

RESOLUTIONS

ORDINANCES

REPORTS

7.
 - 1) Chamber of Commerce
 - 2) Economic Development Council (EDC)
 - 3) Experience Olympia & Beyond (VCB)
 - 4) Fire District #12

 - 5) Library
 - 6) Museum
 - 7) Tenino Community Service Center
8.
 - 1) ARCH Commission
 - 2) Civil Service Commission
 - 3) Facade Improvement Grant Review Committee

- 4) Finance Committee
 - 5) Planning Commission
 - 6) Public Safety Committee
-
9. 1) Chief of Police
 - 2) Director of Public Works
 - 3) City Planner / Building Official
 - 4) City Attorney
 - 5) Clerk/Treasurer
 - 6) Mayor
10. 1) Bucoda/Tenino Healthy Action Team (BTHAT)
 - 2) Community Investment Partnership (CIP)
 - 3) Solid Waste Advisory Board
 - 4) South Thurston Economic Development Initiative (STEDI)
 - 5) TCOMM/911
 - 6) Tenino School Board
 - 7) Thurston Regional Planning Council (TRPC)
 - 8) Transportation Policy Board
 - 9) Emergency Management

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

2.

File Attachments for Item:

2. EnterTextHere

Consent Calendar consisting of January 13, 2021 through January 26, 2021:

- Payroll EFT's in the amount of \$17,831.64**
- Claims Checks #29637 through #29668 and EFT's in the amount of \$52,046.83**

for a grand total of \$69,878.47.

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

CHECK REGISTER

Time: 15:23:41 Date: 01/26/2021

01/13/2021 To: 01/26/2021

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
327	01/26/2021	Claims	5	29653	Nisqually Police Dept.	180.00	
328	01/26/2021	Claims	5	29654	Pitney Bowes Global Financial Svcs	143.64	
329	01/26/2021	Claims	5	29655	Puget Sound Energy	2,661.17	
330	01/26/2021	Claims	5	29656	Quill	161.89	
331	01/26/2021	Claims	5	29657	Right Systems Inc	4,993.61	
332	01/26/2021	Claims	5	29658	Maria Rodriguez	23.75	
333	01/26/2021	Claims	5	29659	Tenino Marketfresh	97.63	
334	01/26/2021	Claims	5	29660	Thurston Co Auditor	2,319.83	
335	01/26/2021	Claims	5	29661	Thurston Co Economic Dev Council	2,500.00	
336	01/26/2021	Claims	5	29662	Tribeca Transport LLC	7,644.45	
337	01/26/2021	Claims	5	29663	United Rentals Inc	140.54	
338	01/26/2021	Claims	5	29664	WA State Auditor	2,521.20	
339	01/26/2021	Claims	5	29665	WA State Dept of Health	1,372.40	
340	01/26/2021	Claims	5	29666	WA State Dept of L&I Boiler	127.00	
341	01/26/2021	Claims	5	29667	Waters - ERA	843.32	
342	01/26/2021	Claims	5	29668	Wilson Parts Corporation	27.99	

001 General Government Fund #001	32,194.80
002 Quarry Pool Fund #002	11.05
101 City Street Fund #101	1,217.91
310 Municipal Capital Imp Fund 310	1,647.00
401 Water Fund	6,353.28
410 Sewer Fund	11,451.06
421 Sewer Capital Improvement Fund	11,123.17
601 SWWAIP Trust Fund	5,880.20

Claims:	52,046.83
69,878.47 Payroll:	17,831.64

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
137	01/13/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	8.75	
150	01/14/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	10.00	
160	01/15/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	
175	01/20/2021	Payroll	5	EFT	Veronica A Barnes	1,552.66	
176	01/20/2021	Payroll	5	EFT	Miles Cannon	1,790.19	
177	01/20/2021	Payroll	5	EFT	Troy LK Cannon	2,042.52	
178	01/20/2021	Payroll	5	EFT	Samantha L Garcia	1,484.04	
179	01/20/2021	Payroll	5	EFT	Brent L Gibbs	2,074.66	
180	01/20/2021	Payroll	5	EFT	Kristi L Lougheed	1,932.48	
181	01/20/2021	Payroll	5	EFT	John C Millard	687.06	
182	01/20/2021	Payroll	5	EFT	Jason M Plaja	1,975.05	
183	01/20/2021	Payroll	5	EFT	Maria Rodriguez	1,303.68	
184	01/20/2021	Payroll	5	EFT	Jennifer N Scharber	1,210.89	
185	01/20/2021	Payroll	5	EFT	Seth D Sharp	1,778.41	
190	01/19/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	10.00	
193	01/19/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	6.25	
196	01/19/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	1.25	
199	01/19/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	
217	01/20/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	
233	01/21/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	7.50	
242	01/22/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	10.00	
263	01/26/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC		Transaction entered twice
266	01/26/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	7.50	
269	01/26/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	5.00	
272	01/26/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	5.00	
275	01/26/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	
311	01/26/2021	Claims	5	29637	Actionaire Inc	1,236.72	
312	01/26/2021	Claims	5	29638	Baker's Towing	841.65	
313	01/26/2021	Claims	5	29639	Brincken Safe & Lock	86.40	
314	01/26/2021	Claims	5	29640	Capital Industrial Inc.	782.06	
315	01/26/2021	Claims	5	29641	Cascades Media	360.00	
316	01/26/2021	Claims	5	29642	City Of Olympia	5,649.00	
317	01/26/2021	Claims	5	29643	Correct Equipment	462.56	
318	01/26/2021	Claims	5	29644	Dragon Analytical Laboratory	950.00	
319	01/26/2021	Claims	5	29645	Enbody, Dugaw, Enbody	1,805.00	
320	01/26/2021	Claims	5	29646	Gibbs & Olson Inc	7,527.20	
321	01/26/2021	Claims	5	29647	H D Fowler Co	2,222.98	
322	01/26/2021	Claims	5	29648	Interstate Battery Of Tacoma	533.30	
323	01/26/2021	Claims	5	29649	Les Schwab Tires (Tumwater)	445.23	
324	01/26/2021	Claims	5	29650	Modern Machinery	2,952.01	
325	01/26/2021	Claims	5	29651	Mountain Mist Water	24.01	
326	01/26/2021	Claims	5	29652	NCL of Wisconsin, Inc.	324.04	

File Attachments for Item:

4. Mayor Fournier is asking the council to approve a contract for Public Works help with the Town of Bucoda. Please see contract attached.

AGREEMENT FOR SERVICES RELATING TO PUBLIC WORKS BETWEEN THE TOWN OF BUCODA AND THE CITY OF TENINO

THIS AGREEMENT dated this ___ day of _____ 2021, is made between the TOWN OF BUCODA, a Washington Municipal Corporation (hereinafter referred to as "Bucoda") whose address is 101A East 7th Street, Bucoda, WA, 98530, and the CITY OF TENINO, a Washington municipal corporation (hereinafter referred to as "Tenino") whose address is 149 Hodgden St. South, Tenino, WA 98589.

WHEREAS, the jurisdictional boundaries of Tenino and Bucoda are located in close proximity;

WHEREAS, Tenino has in its employ a certified Waterworks Operator and is willing to contract with Bucoda to provide such services;

WHEREAS, Bucoda desires to contract with Tenino to obtain the services of a Waterworks Operator;

WHEREAS, such a contract between Tenino and Bucoda would mutually benefit the respective municipalities;

WHEREAS, Tenino and Bucoda understand, acknowledge and agree that each are empowered to enter into this Agreement under the Interlocal Cooperation Act, as codified in Chapter 39.34 RCW;

NOW THEREFORE, in consideration of the mutual benefits to be received, and in consideration of the following terms and conditions, the parties agree as follows:

- 1. **SCOPE OF SERVICES.** Tenino promises to:
 - a. Provide the services of a WDM Certified Waterworks Operator (hereinafter referred to as "Operator"). Tenino shall be responsible for ensuring the Operator performs the following duties for Bucoda: _____
 - _____
 - _____
 - _____

2. **CONSIDERATION.** In consideration of the services to be provided by Tenino herein, Bucoda promises to pay Tenino: Forty and 0/100 Dollars (\$40.00) per hour of labor provided by Tenino employees pursuant to this Agreement. Tenino shall send invoices on a monthly basis showing the total number of labor hours expended by Tenino employees for the benefit of Bucoda under this Agreement. Bucoda shall promptly tender payment to Tenino on a monthly basis in accordance with Bucoda's normal accounting and payment process.

3. **TERM OF AGREEMENT.** Tenino and Bucoda understand, acknowledge and agree that this Agreement is intended to be short-term and in the interim until such time as Bucoda acquires its own Operator. Therefore, Bucoda may terminate this Agreement at any time, for any reason, without cause,

by tendering Tenino at least thirty (30) days written notice of the same. For the purpose of this section, "Tender" shall be complete by personally delivering notice to the other party at the address set forth above, or by placing notice in the mail. Tender of notice by mail shall be deemed complete on the third (3rd) day after the notice is placed in the US Mail. Tenino may terminate this Agreement for cause, or in the event of a bona fide emergency. This Agreement shall automatically terminate without notice in the event of disincorporation of either Bucoda or Tenino, or either party's failure or refusal to cure a breach (as defined below) upon thirty (30) days written notice.

4. **BREACH**. If either Bucoda or Tenino fail to keep or perform any of the terms and conditions herein contained, it shall constitute a breach hereof. The failure of either party to insist upon strict performance of any of the terms and conditions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other terms and conditions, but the same shall be and remain in full force and effect.
 - a. If Bucoda materially breaches this Agreement by failing to pay amounts due after receipt of a thirty (30) day written notice to cure, Tenino may terminate this Agreement.
 - b. If Tenino materially breaches this Agreement and fails to cure any material breach after receipt of a thirty (30) day written notice to cure, Bucoda may terminate this Agreement. Bucoda may thereafter contract with a third party for similar services and Tenino shall be liable to Bucoda for the amount of consideration paid by Bucoda to the third party in excess of the consideration contracted for herein. For the purpose of this section, a "material breach" is defined as a breach that is serious enough in degree that such breach substantially defeats the purpose of the agreement.

5. **PERSONNEL**. Bucoda and Tenino agree that:
 - a. Control of the Operator and of other personnel, standards of performance, discipline and all other aspects of employee performance provided, shall be governed entirely by the City of Tenino.
 - b. All persons rendering service hereunder shall be considered employees of the City of Tenino.
 - c. All liabilities for salaries, wages, overtime, or other compensation, injury, sickness, or other personnel related matter shall be that of Tenino.
 - d. In the implementation of this Agreement, Tenino will be responsible for its acts and for the acts of its agents and employees, and Tenino shall defend, hold harmless, and indemnify Bucoda from and against all claims, suits or other actions arising on account of Bucoda performance under this Agreement. Bucoda will not be responsible for the actions of Tenino's personnel.
 - e. The Mayor of Bucoda, or such other designated person, may have direct contact with the Operator regarding services.

6. **INDEMNITY**. Bucoda will be responsible for its acts and for the acts of its agents and employees. Provided, Bucoda shall not be liable for compensation or indemnity to any Tenino employee for injury or sickness arising out of his or her employment with Tenino, or by reasons of the performance of any of the services provided herein. Tenino defends, indemnifies and hold harmless Bucoda against any loss or expense by reason of injury or sickness compensation arising out of employment of any Tenino personnel. Provided further, Tenino hereby agrees to defend, indemnify and hold harmless Bucoda against any loss or liability resulting from any act or omission or failure to act by Tenino personnel.

- 7. **RECORDING**. Pursuant to Chapter 39.34 RCW, Bucoda shall cause this Agreement to be recorded with the Thurston County Auditor’s Office, or, alternatively, listed by subject on a Bucoda’s web site or other electronically retrievable public source after all parties have fully executed.
- 8. **NOTICE**. Unless otherwise stated herein, any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested, or by fax to the party at that party’s address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

DATE: _____

 ALAN CARR
 Mayor
 Town of Bucoda

DATE: _____

 Wayne Fournier
 Mayor
 City of Tenino