

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, October 13, 2020 at 7:30 PM

Agenda

WORK SESSION

1. Executive Session under the provisions of RCW 42.30.110 to discuss with legal counsel representing the City matters relating to litigation that the City reasonably believes may be commenced by or against the City, the governing body, or a member acting in an official capacity.
2. As part of the Purchase and Sale Agreement between the City and Miles Sand & Gravel, the City agreed to provide Miles access to reclaimed water in exchange for a reduction in the price of the property upon which our Wastewater Treatment Plant was built. For reasons unknown, such access has not been provided; if not provided prior to the expiration of the terms of the contract, the City will owe Miles a "balloon" payment of \$110,000.00.

With underground construction already in progress at the site of the future Ag Park, the City Engineer, Director of Public Works, Clerk/Treasurer, and the Mayor all agree that now would be an opportune time to extend a reclaimed water line from the western-most equalization basin to the Miles property line in order to make reclaimed water available to Miles. Expected cost of doing so ranges from a low of \$35,000.00 to a high of around \$60,000.00. The funds for this project would come from the Sewer Capital Improvement Fund, which currently has a balance in excess of \$701,000.00.

CALL TO ORDER

AGENDA APPROVAL

3. Agenda for Tuesday, October 13, 2020.

Recommended action: Move to approve the Agenda for Tuesday, October 13, 2020, as presented.

APPROVAL OF MINUTES

- [4.](#) Minutes of the September 22, 2020, Regular Meeting of the Tenino City Council.

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

CONSENT CALENDAR

5. Payroll EFT's in the amount of \$51,793.86 and Claims Checks #29376 through #29419, and other EFT's in the amount of \$90,714.06 for a Grand Total of \$142,507.92

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

6. Liquor and Cannabis Licenses:

New Licenses:

Renewals: T90 Gas and Food; Scatter Creek Brewing; Scatter Creek Winery

Recommended action: Move to approve the LCB applications as presented.

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

7. Discussion regarding the process of filling the vacancy created by the resignation of former Councilmember Dave Watterson
8. Thurston County has finalized the "Master" RCSP Interlocal agreement and City Attorney Hughes has reviewed and approved it, meeting the conditions of Council's previous vote to approve the execution of the agreement.

On September 9, 2020, the Transportation Policy Board (TPB) approved a recommendation to the Thurston Regional Planning Council regarding the distribution of \$550,000.00 in Rural Community Support Program (RCSP) funds in 2021 and 2022 (Tenino's share will be \$137,500.00). On September 24, 2020, Mr. Paul Brewster, TRPC Senior Planner, along with Theresa Parsons, Matt Unzelman, and Becky Conn, Thurston County Public Works, came to Tenino and met with Mayor Fournier, Public Works Director Cannon, and C/T Millard. The meeting included a walking tour of possible project sites, several of which were identified as viable candidates for the RCSP.

Recommended action: Move to approve the submission of a grant request to construct or repair the sidewalks along Sussex Avenue.

9. The City began advertising for bids for the Tenino City Hall Renovation Project on September 16, 2020. We received three bids that were opened at 1:00 pm on Tuesday, October 6, 2020. The

bids ranged from a high of \$465,484 (including sales tax) to a low of \$362,090.82 (including sales tax). The low bid was offered by Construct, Inc.

Construct, Inc.'s bid in the lowest bid submitted and the packet is properly completed, references have been fully examined, and is deemed responsive. Construct, Inc. is in good standing with the state of Washington and the Engineer recommends the City award the contract to Construct, Inc. to perform the City Hall Renovation.

Recommended action: Move to accept the Engineer's recommendation and award the contract for the Tenino City Hall Renovation Project to Construct, Inc. in the amount of \$362,090.82.

NEW BUSINESS

10. As part of the Purchase and Sale Agreement between the City and Miles Sand & Gravel, the City agreed to provide Miles access to reclaimed water in exchange for a reduction in the price of the property upon which our Wastewater Treatment Plant was built. For reasons unknown, such access has not been provided; if not provided prior to the expiration of the terms of the contract, the City will owe Miles a "balloon" payment of \$110,000.00.

With underground construction already in progress at the site of the future Ag Park, the City Engineer, Director of Public Works, Clerk/Treasurer, and the Mayor all agree that now would be an opportune time to extend a reclaimed water line from the western-most equalization basin to the Miles property line in order to make reclaimed water available to Miles. Expected cost of doing so ranges from a low of \$35,000.00 to a high of around \$60,000.00. The funds for this project would come from the Sewer Capital Improvement Fund, which currently has a balance in excess of \$701,000.00.

11. When Right Systems was hired to provide our Information Technology requirements, the systems at the WWTP would be included within the City's network. Unfortunately, time has proven the need to manage the WWTP as a separate network in order to maintain the integrity of the electronic monitoring and warning systems. Right Systems recommends the installation of a firewall device at the plant as the most cost-effective way to maintain system integrity and has provided a quote for the necessary equipment and installation.

City Hall has a small printer that is used exclusively by the Court and Utility Clerks, rather than using the more expensive Kyocera multi-purpose machine. The current printer has been in service for over 10 years and is no longer economically repairable. Right Systems has identified a replacement printer that meets our needs and is fully compatible with our new network.

Recommended action: Move to approve the purchase and installation of an electronic firewall at the WWTP for the approximate amount of \$3586.00 and to purchase an HP LaserJet Pro M404DN B/W printer at a cost of approximately \$382.00

RESOLUTIONS

ORDINANCES

REPORTS

12. 1) Chamber of Commerce
- 2) Economic Development Council (EDC)
- 3) Experience Olympia & Beyond (VCB)
- 4) Fire District
- 5) Library
- 6) Museum
- 7) Tenino Community Service Center (Food Bank)
13. 1) ARCH Commission
- 2) Civil Service Commission
- 3) Facade Improvement Grant Review Committee
- 4) Finance Committee
- 5) Planning Commission
- 6) Public Safety Committee
14. 1) Chief of Police
- 2) Director of Public Works
- 3) City Planner / Building Official
- 4) City Attorney
- 5) Clerk/Treasurer
- 6) Mayor
15. 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

PUBLIC COMMENTS 2

ANNOUNCEMENTS

The Tenino Creative District, in partnership with the Tenino Chamber of Commerce, announces the establishment of what is intended to be the annual Tenino Holiday Market. In 2020, each weekend from November 13 through December 20, 2020, the Tenino Holiday Market will be located at "The Vault" (225 Sussex Avenue W). "Weekend" is defined as Friday afternoon through Sunday evening.

17. The Tenino Chamber of Commerce, in partnership with the Tenino Creative District and the City of Tenino, seeks donations to match the grant funding opportunity to pave the City Parking Lot behind the Tenino "Mini Mall."

The City has been approved for a Creative District Capital Project Pilot Program, which has a contribution matching requirement of 1:1. The Chamber of Commerce has agreed to raise funds to be donated to the City as part of the match requirement. This announcement is intended to help raise those matching contribution funds.

ADJOURNMENT

File Attachments for Item:

4. Minutes of the September 22, 2020, Regular Meeting of the Tenino City Council.

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

**City Council Meeting
Tuesday, September 22, 2020**

Minutes

WORK SESSION

In the absence of Mayor Fournier, Mayor Pro Tempore Gotovac called the meeting to order at 7:05 pm.

PRESENT

Councilmember Linda Gotovac
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Rachel Davidson

1. Executive Session under the provisions of RCW 42.30.110 to discuss with legal counsel representing the City matters relating to litigation that the City reasonably believes may be commenced by or against the City, the governing body, or a member acting in an official capacity.

Mayor Pro Tempore Gotovac brought the meeting to order at 7:05 pm and announced the Council would be adjourning for an Executive Session for a period of 30 minutes for the purpose of discussing potential litigation that may be commenced by or against the City.

Since this meeting was conducted remotely, all Councilmembers and C/T Millard adjourned to a separate "meeting room" and were joined by City Attorney Hughes.

After hearing Attorney Hughes' analysis, the Council decided to await for the development of more information prior to considering any course of action related to the topic of the Executive Session.

Mayor Pro Tempore Gotovac adjourned the Executive Session and all attendees, with the exception of Attorney Hughes, returned to the regular meeting room at 7:30 pm.

CALL TO ORDER

In the absence of Mayor Fournier, Mayor Pro Tem Gotovac called the meeting to order at 7:32 pm with all Council Members Present.

PRESENT

Councilmember Linda Gotovac
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Rachel Davidson

AGENDA APPROVAL

2. Agenda for Tuesday, September 22, 2020.

Recommended action: Move to approve the Agenda for Tuesday, September 22, 2020, as presented.

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

Voting Yea: Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson

Voting Abstaining: Councilmember Gotovac

Motion passes: 3/0/1

APPROVAL OF MINUTES

3. Minutes of the September 8, 2020, Regular Meeting of the Tenino City Council.

Recommended action: Move to approve the Minutes of the September 8, 2020, Regular Meeting of the Tenino City Council as presented.

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

Voting Yea: Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson

Voting Abstaining: Councilmember Gotovac

Motion passes: 3/0/1

CONSENT CALENDAR

4. Payroll EFT's in the amount of \$20,250.88 and Claims Checks #29348 through #29375*, and other EFT's in the amount of \$29,412.66 for a Grand Total of \$49,663.54

*Note: Checks #29370-29372 have been voided as misprints.

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

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

Voting Yea: Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson

Voting Abstaining: Councilmember Gotovac

Motion passes: 3/0/1

5. Liquor and Cannabis Licenses:

New Licenses: None

Renewals: Fraternal Order of Eagles

Recommended action: Move to approve the LCB applications as presented.

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

Voting Yea: Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson

Voting Abstaining: Councilmember Gotovac

Motion passes: 3/0/1

EXECUTIVE SESSION

None

PRESENTATIONS

None

PUBLIC COMMENTS

None

PUBLIC HEARING

None

PROCLAMATIONS

None

OLD BUSINESS

NEW BUSINESS

6. Councilmember Dave Watterson has submitted a Letter of Resignation.

Recommended action: Move to accept Councilmember Watterson's resignation.

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

Voting Yea: Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson

Voting Abstaining: Councilmember Gotovac

Motion passes: 3/0/1

7. During the period of time that the Chief's vehicle has been idle, a detailed inspection has revealed the need for maintenance that exceeds what had originally been budgeted for that particular vehicle. After having called various vendors, Baker's Towing has offered to make all repairs discovered by the inspection for \$4000.

Recommended action: Move to authorize the expenditure of \$4000 for the repair of the F-150 pick-up designated for use by the Tenino Police Department.

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

Voting Yea: Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson

Voting Abstaining: Councilmember Gotovac

Motion passes: 3/0/1

RESOLUTIONS

None

ORDINANCES

None

REPORTS

8.
 - 1) Chamber of Commerce
 - 2) Economic Development Council (EDC)
 - 3) Experience Olympia & Beyond (VCB)
 - 4) Fire District #12
 - 5) Library
 - 6) Museum: Councilmember O'Callahan reports that the Pioneer Village will be in operation on Saturday and Sunday, September 26 & 27.
 - 7) Tenino Community Service Center
9.
 - 1) ARCH Commission
 - 2) Civil Service Commission
 - 3) Planning Commission: C/T Millard reported they received an update on the Shoreline Project and what it will bring to the City.
 - 4) Facade Improvement Grant Review Committee
 - 5) Finance Committee
 - 6) Public Safety Committee
10.
 - 1) Chief of Police: C/T Millard reported that former Chief Jon Stines is conducting the Background Investigation of Ms. Kristi Lougheed and that Police Clerk Rodriguez is making the arrangements for the Psych and Polygraph examinations.
 - 2) Director of Public Works
 - 3) City Planner / Building Official
 - 4) City Attorney
 - 5) Clerk/Treasurer: C/T Millard read aloud his attached report. He asked for a Motion to Approve the pursuit of a USFWS HCA Planning Assistance Grant.

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

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

Motion carries 4/0.

- 6) Mayor
- 11. 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
- None

PUBLIC COMMENTS 2

None

ANNOUNCEMENTS

C/T Millard reported there was a press release given regarding the passing of the Chief and the City of Roy delivered a floral memorial in his honor.

ADJOURNMENT

Meeting adjourned at 8:00 pm.

File Attachments for Item:

5. Payroll EFT's in the amount of \$51,793.86 and Claims Checks #29376 through #29419, and other EFT's in the amount of \$90,714.06 for a Grand Total of \$142,507.92

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

CHECK REGISTER

5. City Of Tenino
 MCAG #: 0757

09/23/2020 To: 10/13/2020

Time: 15:54:53 Date: 10/13/2020
 Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3445	09/23/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	
3454	09/24/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	7.50	
3465	09/25/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	11.25	
3475	09/29/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	15.00	
3478	09/29/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	2.50	
3481	09/29/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	
3484	09/29/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	
3498	09/30/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	10.00	
3516	10/01/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	12.50	
3520	10/05/2020	Payroll	5	EFT	Veronica A Barnes	1,505.12	
3521	10/05/2020	Payroll	5	EFT	Miles Cannon	1,685.33	
3522	10/05/2020	Payroll	5	EFT	Troy LK Cannon	1,982.39	
3523	10/05/2020	Payroll	5	EFT	Samantha L Garcia	1,810.98	
3524	10/05/2020	Payroll	5	EFT	Brent L Gibbs	1,752.06	
3525	10/05/2020	Payroll	5	EFT	John C Millard	1,837.75	
3526	10/05/2020	Payroll	5	EFT	Jason M Plaja	2,082.21	
3527	10/05/2020	Payroll	5	EFT	Maria Rodriguez	1,294.44	
3528	10/05/2020	Payroll	5	EFT	Jennifer N Scharber	1,172.49	
3529	10/05/2020	Payroll	5	EFT	Seth D Sharp	1,893.23	
3530	10/05/2020	Payroll	5	EFT	Robert D Thornburg	1,749.83	
3531	10/05/2020	Payroll	5	EFT	Bennett H Barnes	714.82	
3532	10/05/2020	Payroll	5	EFT	Rachel L Davidson	138.14	
3533	10/05/2020	Payroll	5	EFT	Wayne R Fournier	888.47	
3534	10/05/2020	Payroll	5	EFT	Linda Gotovac	69.07	
3535	10/05/2020	Payroll	5	EFT	Jason A Lawton	69.07	
3536	10/05/2020	Payroll	5	EFT	John J O'Callahan	69.07	
3537	10/05/2020	Payroll	5	EFT	David A Watterson	92.10	
3542	10/02/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	6.25	
3545	10/02/2020	Payroll	5	EFT	AWC Benefits Trust	9,169.15	Pay Cycle(s) 09/01/2020 To 09/30/2020 - AWC Disability; Pay Cycle(s) 09/01/2020 To 09/30/2020 - AWC
3546	10/02/2020	Payroll	5	EFT	Timberland Bank	7,238.72	941 Deposit for Pay Cycle(s) 10/05/2020 - 10/05/2020
3547	10/02/2020	Payroll	5	EFT	WA State Dept of Retirement Systems	9,254.28	Pay Cycle(s) 09/20/2020 To 10/05/2020 - LEOFF II; Pay Cycle(s) 09/20/2020 To 10/05/2020 - PERS II
3548	10/02/2020	Payroll	5	EFT	WA State Dept of Labor & Industries	5,325.14	3RD Quarter 07/01/2020 - 09/30/2020
3558	10/05/2020	Claims	5	EFT	Excise WA State Dept Of Revenue	3,559.75	September 2020 Excise Taxes
3566	10/06/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	2.50	
3569	10/06/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	5.00	
3572	10/06/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	6.25	
3573	10/06/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	8.75	

CHECK REGISTER

5. City Of Tenino
 MCAG #: 0757

09/23/2020 To: 10/13/2020

Time: 15:54:53 Date: 10/13/2020
 Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3576	10/06/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	8.75	
3592	10/07/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	1.25	
3614	10/08/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	10.00	
3630	10/09/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	1.25	
3647	10/13/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	15.00	
3648	10/13/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	8.75	
3651	10/13/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	1.25	
3654	10/13/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	7.50	
3675	10/13/2020	Claims	5	29376	911 Supply - Keizer	125.50	
3676	10/13/2020	Claims	5	29377	Actionaire Inc	1,995.22	
3677	10/13/2020	Claims	5	29378	Chehalis Tribal Jail	300.00	
3678	10/13/2020	Claims	5	29379	Corporate Payment Systems	901.64	
3679	10/13/2020	Claims	5	29380	Correct Equipment	2,622.66	
3680	10/13/2020	Claims	5	29381	DPI Legal & Classified Publishing	350.70	
3681	10/13/2020	Claims	5	29382	Daily Journal Of Commerce	848.40	
3682	10/13/2020	Claims	5	29383	Daily Journal of Comm (OR)	512.50	
3683	10/13/2020	Claims	5	29384	Dragon Analytical Laboratory	1,462.00	
3684	10/13/2020	Claims	5	29385	Enbody, Dugaw, Enbody	810.00	
3685	10/13/2020	Claims	5	29386	Flowstate Creatives	625.00	
3686	10/13/2020	Claims	5	29387	Brent L Gibbs	99.00	
3687	10/13/2020	Claims	5	29388	H D Fowler Co	40,569.53	
3688	10/13/2020	Claims	5	29389	Hillier, Scheibmeir & Kelly, PS	708.25	
3689	10/13/2020	Claims	5	29390	Joes Refuse	950.44	
3690	10/13/2020	Claims	5	29391	K And K Asphalt	3,024.00	
3691	10/13/2020	Claims	5	29392	Law Office of Richard L. Hughes PLLC	4,370.00	
3692	10/13/2020	Claims	5	29393	Mountain Mist Water	61.79	
3693	10/13/2020	Claims	5	29394	Pitney Bowes Global Financial Svcs	143.64	
3694	10/13/2020	Claims	5	29395	Puget Sound Energy	5,002.23	
3695	10/13/2020	Claims	5	29396	Quill	12.29	
3696	10/13/2020	Claims	5	29397	Bev Reinhold	250.00	
3697	10/13/2020	Claims	5	29398	Retail Lockbox Merchant Services, LLC	35.00	
3698	10/13/2020	Claims	5	29399	Right Systems Inc	37.80	
3699	10/13/2020	Claims	5	29400	Tara Salzer	1,505.00	207280.50 - 558 HUSTON ST S
3700	10/13/2020	Claims	5	29401	Schaeffer's Mfg. Co.	99.22	
3701	10/13/2020	Claims	5	29402	Stanley Security Solutions	324.00	
3702	10/13/2020	Claims	5	29403	Tags Awards & Specialties	206.76	
3703	10/13/2020	Claims	5	29404	Tenino Marketfresh	63.25	
3704	10/13/2020	Claims	5	29405	Tenino Telephone Co	1,675.40	
3705	10/13/2020	Claims	5	29406	City Of Tenino	1,872.79	
3706	10/13/2020	Claims	5	29407	Thurston Co Sheriff	555.23	
3707	10/13/2020	Claims	5	29408	Thurston Co Title	175.00	
3708	10/13/2020	Claims	5	29409	Thurston Co Treasurer	25.71	
3709	10/13/2020	Claims	5	29410	TriSource Solutions LLC	486.28	
3710	10/13/2020	Claims	5	29411	USA BlueBook	1,546.39	
3711	10/13/2020	Claims	5	29412	Utilities Underground Location	7.70	
3712	10/13/2020	Claims	5	29413	Verizon Wireless (Cell)	663.73	
3713	10/13/2020	Claims	5	29414	Voyager Fleet System	1,375.32	
3714	10/13/2020	Claims	5	29415	WA State Dept Of Ecology	1,518.48	

CHECK REGISTER

5. City Of Tenino
MCAG #: 0757

09/23/2020 To: 10/13/2020

Time: 15:54:53 Date: 10/13/2020
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3715	10/13/2020	Claims	5	29416	WA State Dept of Enterprise Services	150.00	
3716	10/13/2020	Claims	5	29417	WA State Treasurer	1,171.34	
3717	10/13/2020	Claims	5	29418	Water & Wastewater Svcs, Inc	6,933.00	
3718	10/13/2020	Claims	5	29419	Wells Fargo Vendor Fin Serv	829.62	
						55,983.68	
001 General Government Fund #001							
002 Quarry Pool Fund #002						205.42	
101 City Street Fund #101						3,351.38	
310 Municipal Capital Imp Fund 310						1,234.67	
401 Water Fund						9,541.86	
402 Water Capital Imp Fund						41,963.70	
410 Sewer Fund						26,690.71	
421 Sewer Capital Improvement Fund						3,536.50	
						142,507.92	Claims: 90,714.06 Payroll: 51,793.86
* Transaction Has Mixed Revenue And Expense Accounts							

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 _____ 2020.

Clerk/Treasurer

Mayor

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

6.

File Attachments for Item:

6. Liquor and Cannabis Licenses:

New Licenses:

Renewals: T90 Gas and Food; Scatter Creek Brewing; Scatter Creek Winery

Recommended action: Move to approve the LCB applications as presented.

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 10/06/2020

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20210131

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 . T90 GAS AND FOOD LLC	T90 GAS AND FOOD 319 WICHMAN ST S TENINO WA 98589 9332	362006	GROCERY STORE - BEER/WINE
2 . SCATTER CREEK BREWING L.L.C.	SCATTER CREEK BREWING 237 SUSSEX AVE W STE 1 TENINO WA 98589 9360	425843	MICROBREWERY FARMER'S MARKET BEER SALES
3 . SCATTER CREEK BREWING L.L.C.	SCATTER CREEK WINERY 237 SUSSEX AVE W TENINO WA 98589 9360	419017	DOMESTIC WINERY < 250,000 LITERS FARMER'S MARKET WINE SALES

File Attachments for Item:

8. Thurston County has finalized the "Master" RCSP Interlocal agreement and City Attorney Hughes has reviewed and approved it, meeting the conditions of Council's previous vote to approve the execution of the agreement.

On September 9, 2020, the Transportation Policy Board (TPB) approved a recommendation to the Thurston Regional Planning Council regarding the distribution of \$550,000.00 in Rural Community Support Program (RCSP) funds in 2021 and 2022 (Tenino's share will be \$137,500.00). On September 24, 2020, Mr. Paul Brewster, TRPC Senior Planner, along with Theresa Parsons, Matt Unzelman, and Becky Conn, Thurston County Public Works, came to Tenino and met with Mayor Fournier, Public Works Director Cannon, and C/T Millard. The meeting included a walking tour of possible project sites, several of which were identified as viable candidates for the RCSP.

Recommended action: Move to approve the submission of a grant request to construct or repair the sidewalks along Sussex Avenue.

TRPC 2020 Rural Community Support Program Call for Projects Process Fact Sheetⁱ

Grant Funding Available: \$550,000

Funding Cycle: 2022-2025 (first half of funding will be available in 2022; remainder in 2023).

Eligible Applicants: Town of Bucoda, Confederated Tribes of the Chehalis Reservation, City of Rainier, City of Tenino, and the Nisqually Indian Tribe.

Reimbursement Process: Applicants must have an award letter from TRPC and an approved Interlocal Agreement with Thurston County Public Works prior to committing grant funds for reimbursement.

Match Requirement: Optional/no match is required

Funding Priorities: Safety, system preservation, multimodal efficiency, and active transportation projects that support the goals and policies of the 2045 Thurston Regional Transportation Plan

Eligible Projects: Design and construction projects and transportation programs that are consistent with federal Surface Transportation Block Grant and Transportation Alternatives grant programs. Projects may be located on local roads or federally classified routes. Project examples include:

- Construction, reconstruction, preservation, resurfacing, restoration, or operational improvements of highways, bridges, and tunnels
- Intersection operational improvements
- Electric and alternative fuels vehicle infrastructure
- Active transportation projects such as bicycle and pedestrian facilities, including sidewalks, bicycle lanes, trails, and street crossing improvements
- Modification of sidewalks to comply with Americans with Disabilities Act
- Projects that promote health and make the regional trail system more convenient to use such as trailhead improvements, seating, restrooms, wayfinding signage, bike racks, and kiosks
- Transit stop improvements
- Safe Routes to School Programs
- Highway safety projects, hazard eliminations, railway/highway grade crossings
- Environmental mitigation

Application Window: October 5 to October 30

Application Form: Send completed application form file with with any additional attachments to Paul Brewster, brewstp@trpc.org, before 5 p.m., October 30, 2020

Questions: Call Paul Brewster, 360-741-2526, or email brewstp@trpc.org

Technical Advisory Committee Review: November 5

Public Comment Period: November 9-20

Transportation Policy Board Review and Funding Recommendation: November 11

Thurston Regional Planning Council Review and Action: December 4

ⁱ Process approved by Thurston Regional Planning Council on October 2, 2020.

CONCEPTUAL ESTIMATE

PROJECT: Tenino
DATE: 10/8/2020

PHASE I

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PH1-1	ASPHALT CONC. PAVEMENT	S.Y.	325.00	\$90.00	\$29,250.00
PH1-2	MILL & OVERLAY ASPHALT CONC. PAVEMENT	S.Y.	305.00	\$5.00	\$1,525.00
PH1-3	CEMENT CONCRETE SIDEWALK	S.Y.	68.00	\$45.00	\$3,060.00
PH1-4	CONC. CURB & GUTTER	L.F.	245.00	\$60.00	\$14,700.00
PH1-5	REMOVAL OF STRUCTURES & OBSTRUCTIONS	L.S.	1.00	\$2,000.00	\$2,000.00
PH1-6	DRAINAGE	L.S.	1.00	\$20,000.00	\$20,000.00
TOTAL/SUBTOTAL					\$70,535.00
MOBILIZATION, TRAFFIC CONTROL, & MINOR CHANGES (15%)					\$10,580.25
DESIGN COST (30%)					\$21,160.50
CONSTRUCTION ADMIN (30%)					\$21,160.50
CONTINGENCY (35%)					\$24,687.25
TOTAL					\$148,123.50

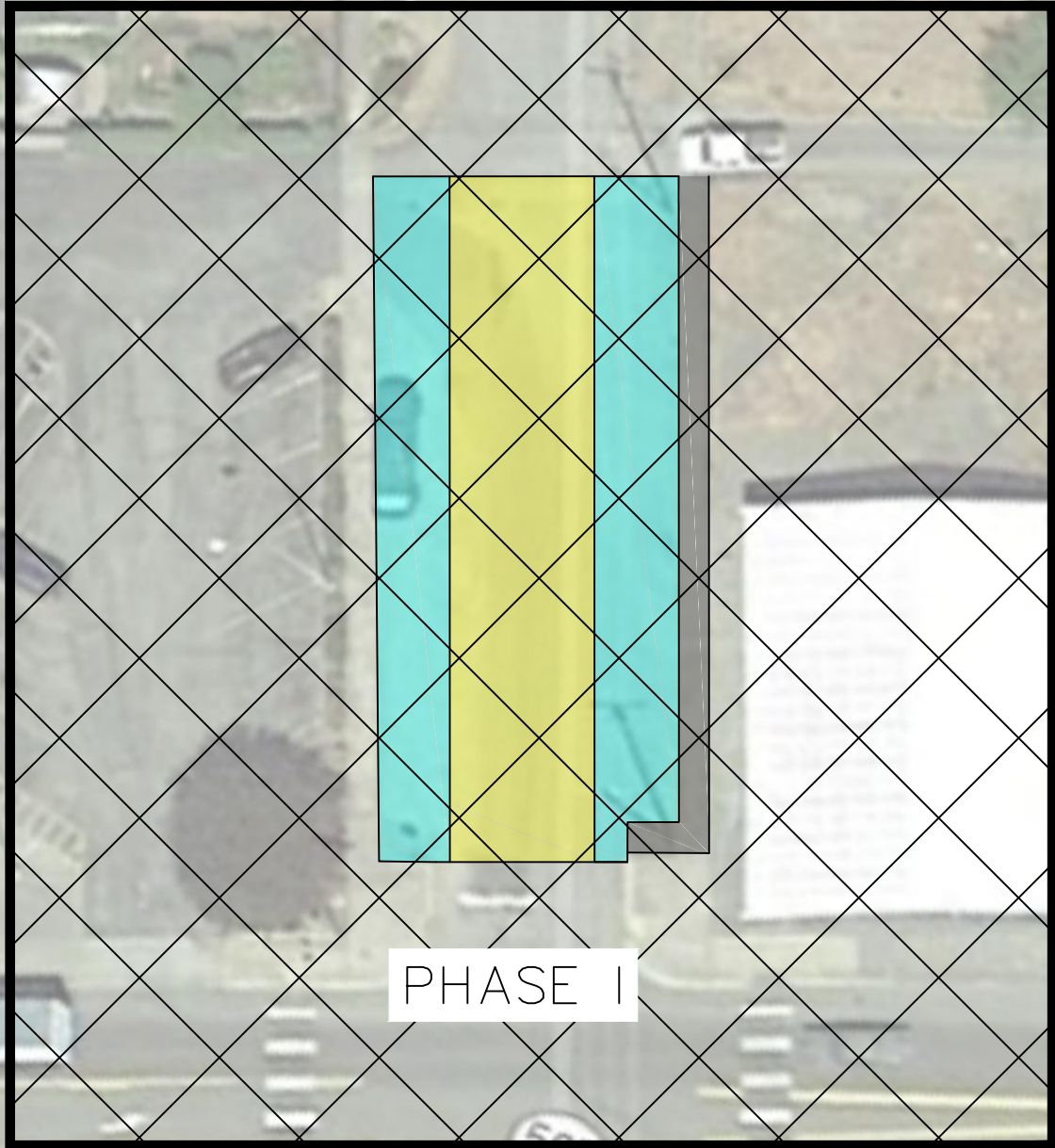
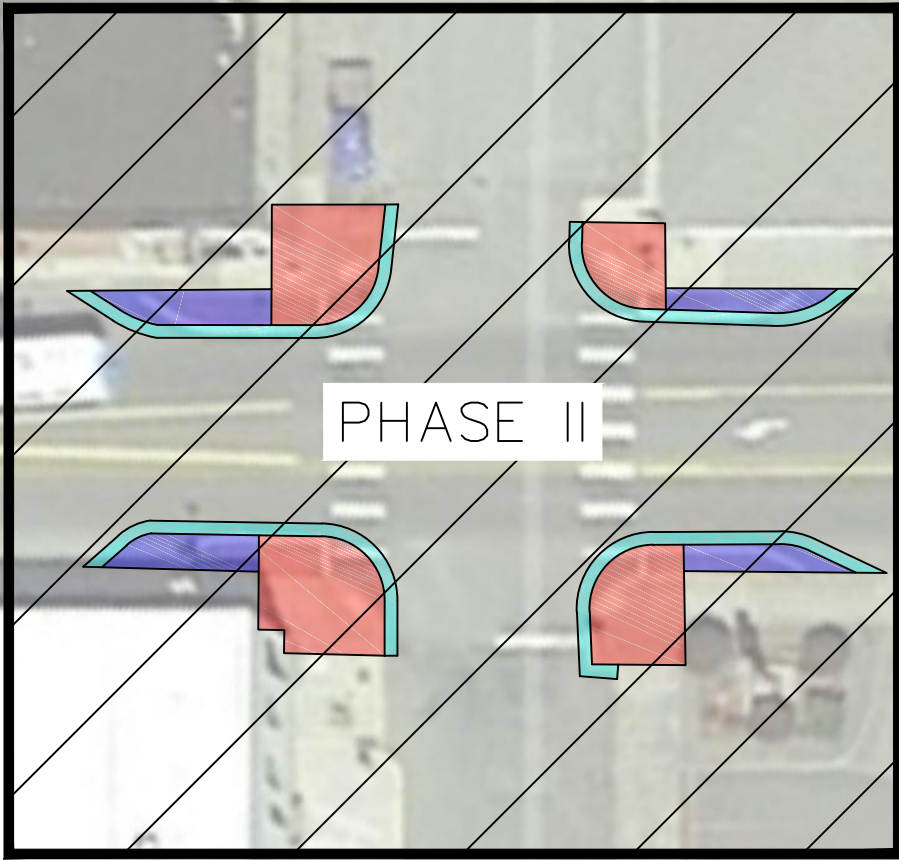
PHASE II

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PH2-7	PEDESTRIAN RAMP	EACH	4.00	\$4,000.00	\$16,000.00
PH2-8	ASPHALT CONC. PAVEMENT	S.Y.	78.00	\$90.00	\$7,020.00
PH2-9	CONC. CURB & GUTTER	L.F.	235.00	\$60.00	\$14,100.00
PH2-10	PLASTIC CROSSWALK LINE	S.F.	320.00	\$10.00	\$3,200.00
PH2-11	CEMENT CONCRETE - RAISED TRAFFIC ISLAND	S.Y.	73.00	\$45.00	\$3,285.00
PH2-12	REMOVAL OF STRUCTURES & OBSTRUCTIONS	L.S.	1.00	\$1,000.00	\$1,000.00
PH2-13	DRAINAGE	L.S.	1.00	\$20,000.00	\$20,000.00
PH2-14	REFUGE ISLAND WITH FLASHING BEACONS	L.S.	1.00	\$50,000.00	\$50,000.00
TOTAL/SUBTOTAL					\$114,605.00
MOBILIZATION, TRAFFIC CONTROL, & MINOR CHANGES (15%)					\$17,190.75
DESIGN COST (30%)					\$34,381.50
CONSTRUCTION ADMIN (30%)					\$34,381.50
CONTINGENCY (35%)					\$40,111.75
TOTAL					\$240,670.50

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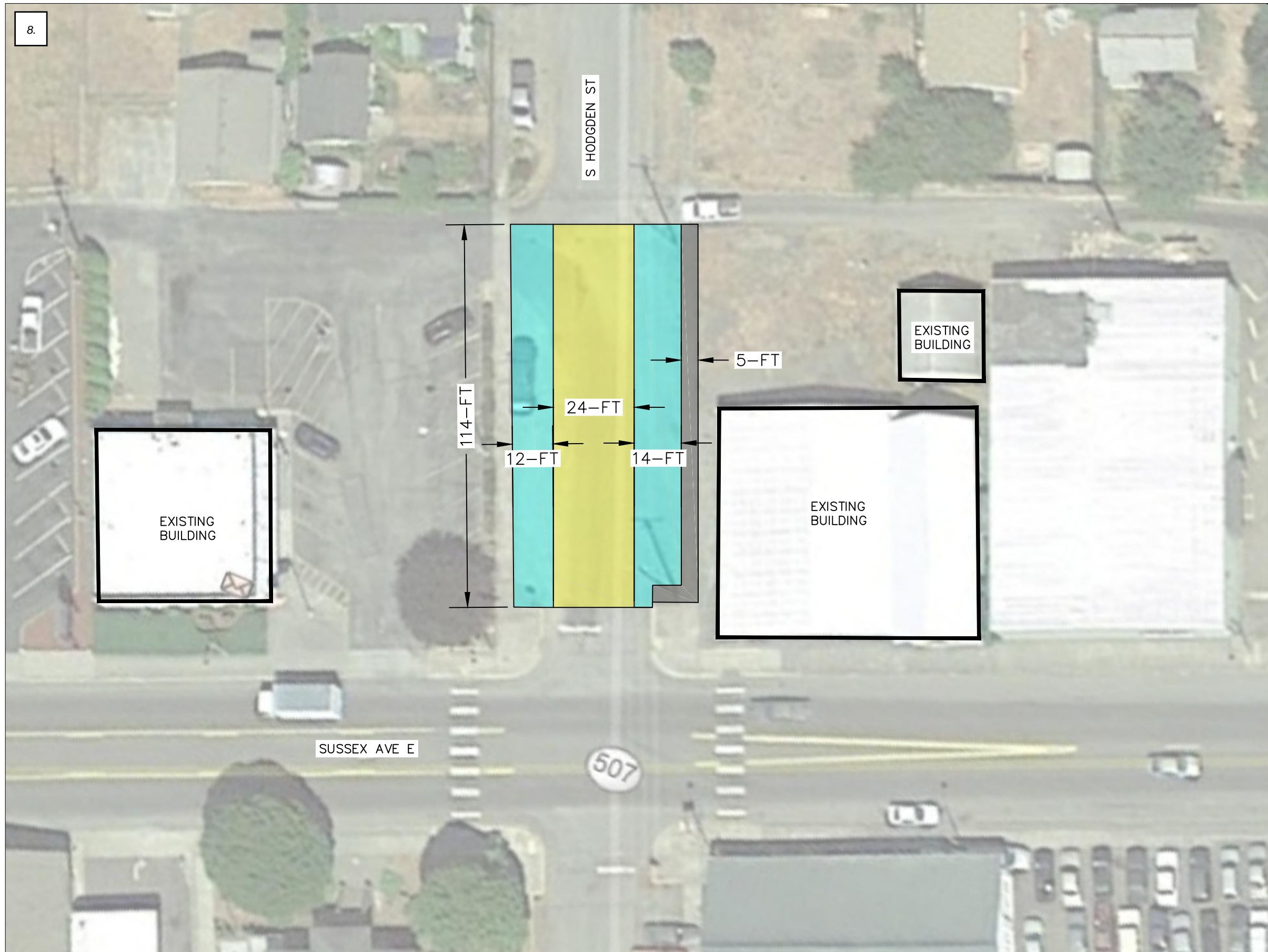
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OVERALL PLAN

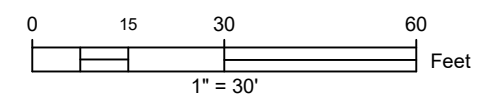


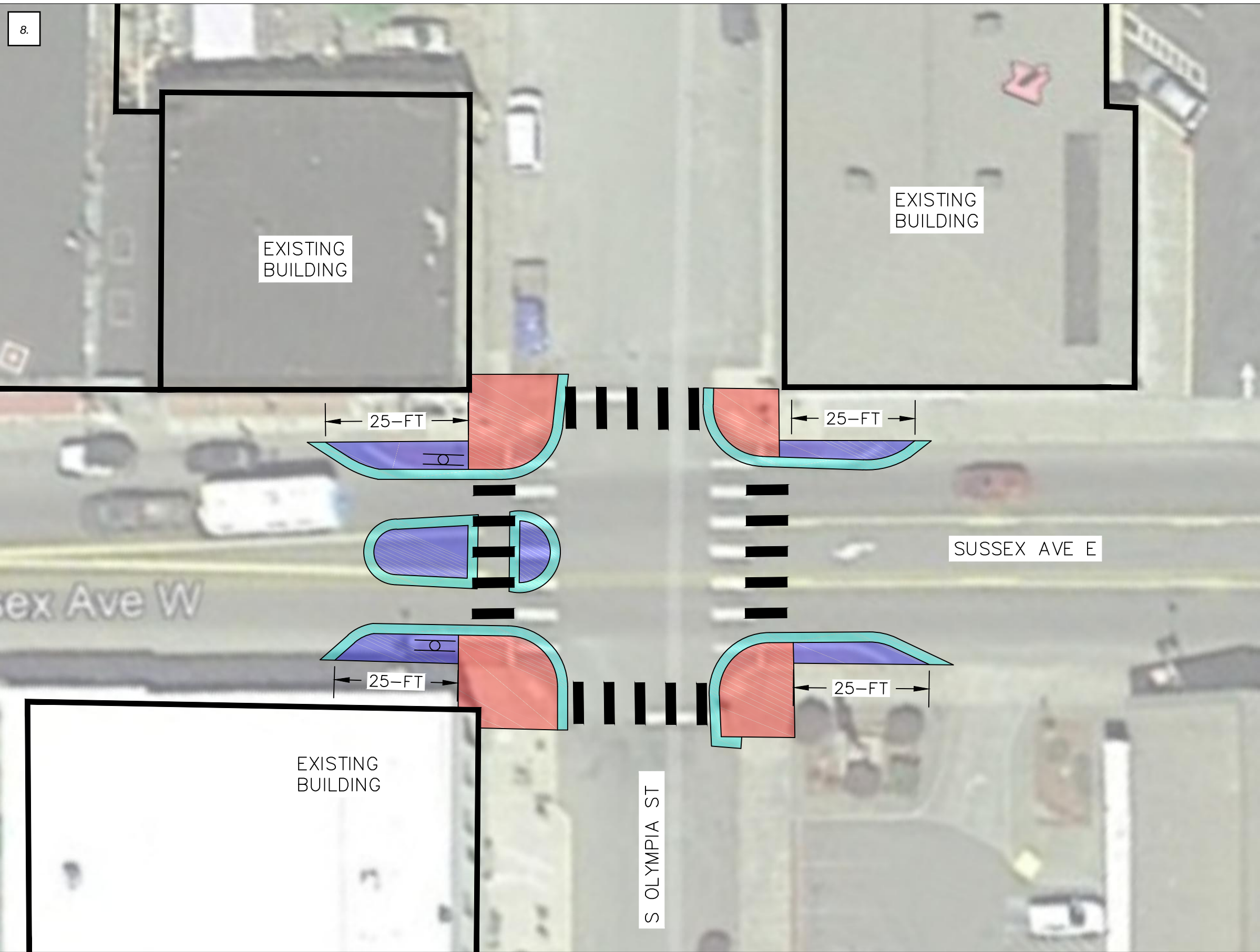


LEGEND


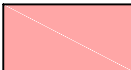



- REPLACE ASPHALT PAVEMENT
- MILL & OVERLAY EXISTING PAVEMENT
- FUTURE SIDEWALK

PHASE I PLAN

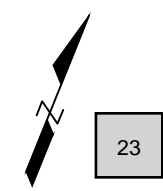
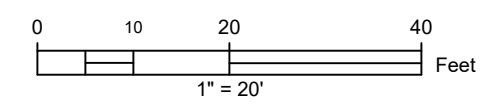




LEGEND

-  REPLACE ASPHALT PAVEMENT
-  REPLACE PEDESTRIAN RAMP
-  FUTURE RAISED ISLAND
-  FUTURE PEDESTRIAN CROSSWALK
-  FUTURE FLASHING BEACON

PHASE II PLAN



**MASTER INTERLOCAL AGREEMENT
BETWEEN THURSTON COUNTY & CITY OF TENINO
FOR TRANSPORTATION SERVICES AND ADMINISTRATION OF RCSP FUNDS**

This Agreement is entered into in duplicate originals on this _____ day of _____, 20__ between **CITY OF TENINO**, a **municipal corporation in the State of Washington**, hereinafter "CITY", and THURSTON COUNTY, a municipal corporation, hereinafter "COUNTY", collectively referred to as "parties" and individually as "party," pursuant to RCW 39.34.080.

WHEREAS, the parties hereto are charged with the responsibility of constructing and maintaining their streets, roads, and highways and maintaining staff, equipment, and materials to perform the necessary work, and it is to the mutual advantage of COUNTY and CITY to cooperate in order to make the most efficient use of their powers to provide services and facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS, the parties may from time to time need additional manpower, equipment, or materials or have manpower, equipment, and materials available in certain locations which could be used by the other party to this Agreement.

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform;

WHEREAS, it is to the mutual advantage of the COUNTY and the CITY to have the COUNTY administer the funding allocated by the Thurston Regional Planning Council ("TRPC") from the Federal Highway Administration to the CITY. The fund is called the Rural Community Support Program ("RCSP") and is for construction of transportation facilities in the CITY that will benefit the citizens residing within their respective jurisdictions;

NOW THEREFORE, by virtue of RCW 39.34.080 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**I
GENERAL**

1.0 It is the purpose of the Agreement to permit the parties to make the most efficient use of their resources by enabling them to cooperate by furnishing each other manpower, equipment, and materials when available on a reimbursable basis for roadway maintenance activities. This will be done with the understanding that the work of the owner of the requested resources takes priority.

1.1 It is also the purpose of the Agreement to permit the parties to expend Rural Community Support Program ("RCSP") funds held by the COUNTY set aside for the purposes of transportation improvements in the CITY.

**II
DURATION**

2.0 This Agreement is effective on the date written above and shall remain in effect for the remainder of the calendar year in which it is signed and throughout the following calendar year. Thereafter, this Agreement shall renew automatically from year to year effective January 1 to December 31 of each calendar year, unless either party notifies the other in writing to terminate or make substantial changes to this Agreement by April 1 of the preceding calendar year or is terminated pursuant to Article XI, Termination. Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040.

**III
REQUEST FOR SERVICES**

- 3.0 Requests to the COUNTY for services shall be submitted to the County Public Works Director or designee. Requests to the CITY for services shall be submitted to the Mayor of Tenino or designee. Examples of the types of services that each party may provide to the other party are contained in Exhibit A attached hereto and incorporated herein by reference. Each request for service shall be in writing and shall specify the particular service required, the amounts and types of labor, equipment, and material required, the location of the work, the estimated cost of the work, when the work is to be performed, and other information pertinent to the request. Upon receipt of the request, the party which has been requested to supply the service shall indicate their acceptance or rejection of the request, have it signed by their authorized official, and return one (1) copy to the requesting party. The authorized official for the COUNTY is the Director of the Public Works Department or designee. The authorized official for the CITY is the Mayor of Tenino. In cases of emergency, the request and approval may be done verbally but must be documented in writing within forty-eight (48) hours of the verbal request. Each accepted request for service shall be incorporated into and is made a part of this Agreement.
- 3.1 The parties to this Agreement agree that the party receiving services pursuant to Article III, Request for Services, of this Agreement shall reimburse the party providing the services for their actual direct and related indirect costs. Upon request of the providing party, the party receiving services shall make partial payments to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item.

**IV
CARE AND MAINTENANCE OF EQUIPMENT**

- 4.0 The parties agree that any time a request is made for the use of equipment, the requesting party shall be responsible for the proper care, maintenance, and security of the equipment until the equipment is returned to the owner. Any damage other than normal wear and tear will be the responsibility of the party in possession of the equipment at the time the equipment is damaged.

**V
RIGHT OF ENTRY**

- 5.0 The parties to this Agreement hereby grant and convey to each other the right of entry upon all land in which the parties have interest, within or adjacent to the right of way of the highway, road, or street for the purpose of accomplishing all work or services requested as part of this Agreement.

**VI
ADMINISTRATION OF RCSP FUNDS**

- 6.0 In the event that the COUNTY receives RCSP funds which have been allocated to the CITY by TRPC, the COUNTY shall contribute those funds to the CITY for transportation improvement projects within its jurisdiction.
- 6.1 The COUNTY and the CITY shall execute a Memorandum of Understanding (“MOU”) which shall identify the project and describe the terms of use of the funds. Exhibit B contains an example MOU.
- 6.2 The CITY shall provide all planning, design, construction, contract administration, project coordination, and all other work and resources necessary to construct transportation improvements within its jurisdiction, as confirmed by the City Engineer. The COUNTY’s contribution is limited to the RCSP funds held by the County, which have been allocated to the CITY by TRPC to the CITY for transportation improvement projects within the CITY’s

jurisdiction. The CITY shall have the discretion to choose the projects that are appropriate for its jurisdiction. The CITY shall provide all inspection, operation, maintenance, and upgrades necessary to ensure the safety, function, accessibility and intended purpose of its transportation improvement projects. The CITY shall be solely responsible for ensuring the transportation improvements made as part of this agreement meet all existing and future applicable regulations.

**VII
PAYMENT OF RCSP FUNDS**

- 7.0 The COUNTY shall contribute RCSP funds held by the COUNTY, which have been allocated to the CITY by TRPC, to the CITY for transportation improvement projects within the CITY’s jurisdiction.
- 7.1 Such payment by COUNTY to CITY shall not constitute agreement or verification as to the appropriateness of any transportation improvement expenditure.
- 7.2 In no event will the payment to the CITY by the COUNTY exceed the amount of RCSP funds held by the COUNTY allocated to the CITY by TRPC.
- 7.3 If this Agreement is terminated pursuant to Article XI, Termination, the COUNTY may use any remaining RCSP funds allocated to the CITY by TRPC for COUNTY’s road projects.

**VIII
RELATIONSHIP OF THE PARTIES**

- 8.0 The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This Agreement is for the benefit of the parties, and no third-party beneficiary relationship is intended. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

**IX
HOLD HARMLESS AND INDEMNIFICATION**

- 9.0 The COUNTY shall hold harmless, indemnify and defend the CITY, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness or death, or real or personal property damage or destruction and loss of use thereof, including costs and attorneys’ fees in defense thereof, caused by or arising out of the COUNTY’s negligence in the performance of its obligations under this Agreement.
- 9.1 The CITY shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness, or death or real or personal property damage or destruction and loss of use thereof, including costs and attorneys’ fees in defense thereof, caused or arising out of the CITY’s negligence in the performance of its obligations under this Agreement.
- 9.2 The COUNTY’s obligations and the CITY’s obligations hereunder shall not extend to bodily injury, sickness or death caused by or arising out of the sole negligence of other party, its officers, officials, employees or agents.
- 9.3 In the event of the concurrent negligence of the parties, the COUNTY’s and the CITY’s obligations hereunder shall apply only to the percentage of fault attributable to each party, its officers, officials, employees or agents.

- 9.4 For paint striping services approved under this Agreement involving the application of paint striping by the COUNTY on CITY streets only, the CITY agrees to be responsible for the claims management process, including all investigation and resolution of claims. The CITY also agrees to be responsible for the payment of claims arising out of the COUNTY’s work resulting in real or personal property damage or destruction except to the extent of the COUNTY’s gross negligence or willful misconduct. “Claim” means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys’ fees, attributable to damage or destruction of real or personal property including loss of use resulting therefrom.
- 9.5 The provisions of this Hold Harmless and Indemnification section shall survive the expiration or termination of this Agreement and completion of the request for services.

**X
INSURANCE**

- 10.0 All parties shall maintain Commercial General Liability or equivalent for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Agreement and be no less than \$2,000,000. From time to time as this agreement is automatically extended, the insurance limits shall be reviewed and adjusted as mutually agreed by the COUNTY and the CITY. The Director of Public Works is authorized to approve these changes. Participation in a governmental self-insured risk pool shall fulfill the above stated coverage requirements. An Evidence of Coverage acknowledgement letter from the jurisdictions’ risk pools will be provided to each party upon request.
- 10.1 All parties shall maintain Automobile Liability insurance subject to limits of not less than \$1,000,000 per accident. Participation in a governmental self-insured risk pool shall fulfill the above stated coverage requirements. An Evidence of Coverage acknowledgement letter from the jurisdictions’ risk pools will be provided to each party upon request.
- 10.2 All parties shall maintain workers’ compensation insurance as required by Title 51 RCW and shall provide evidence of Coverage to each party’s Risk Manager or Risk Management Division upon request.
- 10.3 All parties shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements expiring before completion of services shall be promptly replaced with written notice mailed to the other party upon request.

**XI
TERMINATION**

- 11.0 Any party may terminate this Agreement upon ninety (90) calendar days prior written notice to the other parties. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred, including contractual obligations, in accordance with the terms of this Agreement prior to the effective date of termination. Upon termination the COUNTY may use any remaining RCSP funds allocated to the CITY by TRPC for COUNTY road projects.

**XII
LEGAL RELATIONS**

- 12.0 No liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.

**XIII
FORCE MAJEURE**

- 13.0 Neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party’s performance of this Agreement is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the

party affected and could not have been avoided by exercising reasonable diligence. Force majeure will include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, epidemics, civil or public disturbances, or other similar occurrences. If any party is unable to perform under this Agreement due to a force majeure event, upon giving notice and reasonably full particulars to the other party, such obligation or condition will be suspended only for the time and to the extent commercially practicable to restore normal operations.

**XIV
ADMINISTRATION**

14.0 The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. Wherever written notice is required under this Agreement, such notice shall be provided to the representatives designated below. In the event such representatives are changed, the party making the change shall notify the other party.

The COUNTY's representative shall be: Public Works Director, 9605 Tilley Rd SW, Tumwater WA 98512, 360-867-2300.

The CITY's representative shall be: Mayor of Tenino, P.O. Box 4019, Tenino WA 98589, 360-264-2368.

**XV
CHANGES, MODIFICATIONS, AND AMENDMENTS**

15.0 This Agreement may be changed, modified, amended or waived only by written agreement executed by each party's authorized governing authority as provided in chapter 39.34 RCW.

**XVI
GOVERNING LAW AND VENUE**

16.0 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

**XVII
WAIVER**

17.0 A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party.

**XVIII
SEVERABILITY**

18.0 If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**XIX
ENTIRE AGREEMENT**

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Board of County Commissioners
Thurston County, Washington

CITY OF TENINO

Chair

Mayor of Tenino

Vice-Chair

Commissioner

ATTEST:

ATTEST:

Clerk of the Board

Clerk/Treasurer, CITY of TENINO

Approved as to form:

Approved as to form:

JON TUNHEIM
PROSECUTING ATTORNEY

By: _____
Deputy Prosecuting Attorney

By: _____

EXHIBIT A

(Examples of Authorized Activities)

Traffic Services: The following are examples of traffic services that may be provided:

- Sign Maintenance: Replacing signs, removal of signs, installation of new signs, posts and bases.
- Crosswalks: Refurbishing with preformed plastic or removal.
- Stop Bars: Refurbishing with preformed plastic or removal.
- Arrows/Legends: Remarking worn arrows with preformed plastic or removal.
- Striping: Painting linear road stripes on pavement, such as centerlines and edge lines.
- Traffic Signals
- Street Lighting

Roadway Maintenance: The following are examples of roadway maintenance services that may be provided:

- Traveled Roadway Surface: Patching, crack pouring, pre-level work, pavement replacement, pavement preservation, chipseals, asphalt paving, grading, and pavement ratings.
- Drainage: Drainage pipe repair, catch basin and manhole cleaning, blade ditching/shoulder pulling, drainage systems cleaning, drainage preparation, catch basin repair, culvert header/trash rack replacement and repair, bucket ditching, catch basin replacement, erosion control, catch basin/manhole cover replacement, silt removal, and street sweeping.
- Structures: Guardrail repair, retaining wall repair, guardrail post removal, fencing repair, non-structural bridge maintenance, and inspections
- Pedestrian Facilities: Sidewalk/walkway repair.
- Roadside: Slope/shoulder mowing, tree removal, slide removal, tree trimming, and washout repair.

EXHIBIT B
(EXAMPLE MOU)

**Memorandum of Understanding Between
Thurston County Department of Public Works and
City of Tenino for
Project Title**

Prepared: xx, 20xx

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the Thurston County Department of Public Works (hereafter "COUNTY") and the City of Tenino (hereafter "CITY") to permit the parties to expend Rural Community Support Program ("RCSP") funds held by the COUNTY set aside for the purposes of transportation improvements in the CITY.

This MOU is required under the terms of Interlocal Agreement ("ILA") # XXX-XXXX-XXX between the COUNTY and the CITY.

II. SERVICES

The CITY shall provide all planning, design, construction, contract administration, project coordination, and all other work and resources necessary to construct BLANK, per the approved project application as submitted to Thurston Regional Planning Council ("TRPC"). The project application can be found in Exhibit A.

III. PAYMENT

The parties to this Agreement agree the COUNTY shall contribute RCSP funds currently held by the COUNTY to the CITY for eligible transportation improvement projects within their jurisdiction. Such payment shall not constitute agreement or verification as to the appropriateness of any transportation improvement expenditure.

The amount payable to the CITY is \$XX,XXX.

The COUNTY will pay regular invoices during the project provided they are no more frequent than monthly and no less than \$5,000. The COUNTY will hold 10% until the project is completed and a Notification of Completion is submitted as stated below.

Upon completion of the transportation improvements by the CITY, and the COUNTY's receipt of a Notification of Completion and written attestation of compliance with all applicable

regulations from the City Engineer, the COUNTY shall make payment to the CITY for the cost of the transportation improvement project previously withheld.

IV. RECORDS RETENTION AND AUDIT

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

V. TERM

This MOU shall become effective upon execution. This MOU will be terminated after final payment to the CITY for the cost of the transportation improvement project or pursuant to the termination language in ILA # XXX-XXXX-XXX.

VI. SIGNATURES

The parties hereto have agreed to and signed this MOU as of the dates shown below.

Director, Thurston County Public Works	Date
Mayor of Tenino	Date

File Attachments for Item:

9. The City began advertising for bids for the Tenino City Hall Renovation Project on September 16, 2020. We received three bids that were opened at 1:00 pm on Tuesday, October 6, 2020. The bids ranged from a high of \$465,484 (including sales tax) to a low of \$362,090.82 (including sales tax). The low bid was offered by Construct, Inc.

Construct, Inc.'s bid in the lowest bid submitted and the packet is properly completed, references have been fully examined, and is deemed responsive. Construct, Inc. is in good standing with the state of Washington and the Engineer recommends the City award the contract to Construct, Inc. to perform the City Hall Renovation.

Recommended action: Move to accept the Engineer's recommendation and award the contract for the Tenino City Hall Renovation Project to Construct, Inc. in the amount of \$362,090.82.



Memorandum

To: John Millard - City of Tenino
From: Michael Marshall, PE *MM*
Date: October 7, 2020
Re: City Hall Renovation Project Contract Award Recommendation

The City advertised for bids for the Tenino City Hall Renovation Project on September 16, 2020 to renovate City Hall. The City opened three bids that were submitted on October 6, 2020 at 1:00 PM. The bids ranged from \$362,090.82 to \$465,484.00 including sales tax. The low bid was offered by Construct, Inc.

Construct, Inc.'s bid is the low bid submitted and is properly filled out including signatures and is deemed to be responsive.

I have attached the bid tabulation.

I have verified that Construct, Inc. is in good standing with the state of Washington. I have also checked their references which were all good.

We recommend that the City award the contract for Tenino City Hall Renovation to Construct, Inc.

CITY OF TENINO CITY HALL RENOVATION PROJECT

Bidder's Tabulation

Bid Opening: October 6, 2020 - 1:00 pm

BID ITEM No.	BID ITEM NAME	TOTAL UNITS		Construct, Inc.		Sunset Pacific		New Legacy Contractors	
				COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST
1	STONE MASON	100	HOUR	\$ 95.12	\$ 9,512.00	\$ 109.09	\$ 10,909.00	\$ 160.55	\$ 16,055.00
2	ROOFER (NOT USING IRRITABLE BITUMINOUS MATERIALS)	100	HOUR	\$ 127.60	\$ 12,760.00	\$ 129.38	\$ 12,938.00	\$ 154.01	\$ 15,401.00
3	ELECTRICIAN	100	HOUR	\$ 112.52	\$ 11,252.00	\$ 120.75	\$ 12,075.00	\$ 173.74	\$ 17,374.00
4	ELECTRONIC TECHNICIAN	100	HOUR	\$ 85.84	\$ 8,584.00	\$ 97.75	\$ 9,775.00	\$ 145.04	\$ 14,504.00
5	CARPENTER	100	HOUR	\$ 105.00	\$ 10,500.00	\$ 92.30	\$ 9,230.00	\$ 165.36	\$ 16,536.00
6	GENERAL LABORER	400	HOUR	\$ 73.50	\$ 29,400.00	\$ 78.85	\$ 31,540.00	\$ 151.55	\$ 60,620.00
7	PAINTER	150	HOUR	\$ 90.48	\$ 13,572.00	\$ 103.50	\$ 15,525.00	\$ 141.67	\$ 21,250.50
8	MOBILIZATION	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 9,500.00	\$ 9,500.00	\$ 45,000.00	\$ 45,000.00
9	MATERIALS AND EQUIPMENT	1	ALLOWANCE	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00
									\$ -
	SUBTOTAL CONSTRUCTION COSTS				\$335,580.00		\$336,492.00		\$431,740.50
	SALES TAX AT 7.9%				\$26,510.82		\$26,582.87		\$34,107.50
	SUBTOTAL CONSTRUCTION COSTS & SALES TAX				\$362,090.82		\$363,074.87		\$465,848.00

File Attachments for Item:

11. When Right Systems was hired to provide our Information Technology requirements, the systems at the WWTP would be included within the City's network. Unfortunately, time has proven the need to manage the WWTP as a separate network in order to maintain the integrity of the electronic monitoring and warning systems. Right Systems recommends the installation of a firewall device at the plant as the most cost-effective way to maintain system integrity and has provided a quote for the necessary equipment and installation.

City Hall has a small printer that is used exclusively by the Court and Utility Clerks, rather than using the more expensive Kyocera multi-purpose machine. The current printer has been in service for over 10 years and is no longer economically repairable. Right Systems has identified a replacement printer that meets our needs and is fully compatible with our new network.

Recommended action: Move to approve the purchase and installation of an electronic firewall at the WWTP for the approximate amount of \$3586.00 and to purchase an HP LaserJet Pro M404DN B/W printer at a cost of approximately \$382.00



Right! Systems, Inc.
 2600 Willamette Dr NE
 Suite C
 Lacey, WA 98516
 Phone: 360-528-8609

QUOTE

Date	10/07/20
Quote #	RSIQ52184
SalesRep	Kris Grassman
	360-528-8609
Prepared By	Dennis Baranick
	208-287-0491
Customer Contact	John Millard
	(360) 264-2368
	clerktreasurer@ci.tenino.wa.us

Customer

City of Tenino
 John Millard (360) 264-2368
 149 Hodgden Street South
 P.O. Box 4019
 Tenino, WA 98589

Bill To

City of Tenino
 John Millard
 149 Hodgden Street South
 P.O. Box 4019
 Tenino, WA 98589

Ship To

City of Tenino
 John Millard
 149 Hodgden Street South
 P.O. Box 4019
 Tenino, WA 98589

Terms:
 Net 30 Days

Ship Via:
 Ground

Special Instructions:

Description:
 Fortinet FortiGate 61E

#	Description	Part #	Qty	Unit Price	Ext. Price
1	Fortinet FortiGate 61E - Security appliance - with 3 years 360 Protection Bundle - GigE - desktop	FG-61E-BDL-817-36	1	\$3,120.00	\$3,120.00
2	FortiCloud Management, Analysis - Subscription license renewal (3 years) - 1 user - hosted - with 1 Year Log Retention - for P/N: FG-61E-BDL-817-36	FC-10-0061E-131-02-36	1	\$466.00	\$466.00
				Sub Total	\$3,586.00

Authorized Signature

Title

Date

By signing and dating the above referenced quote, customer authorizes purchase and agrees to Right! Systems terms and conditions.

Terms and Conditions

Right! Systems Inc. Standard Terms and Conditions apply. Terms are N30 OAC. Applicable sales tax and freight are excluded and will be calculated at the time of shipping unless specifically requested. Pricing is valid until the end of each month and pricing may be subject to change. All returns are subject to authorization and will be subject to a 15% restocking fee. A copy of our standard Terms and Conditions may be requested by contacting 1-800-571-1717.

10/07/20

Dennis Baranick
 Opportunity #: 92906

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 Reference #

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11.



Right! Systems, Inc.
 2600 Willamette Dr NE
 Suite C
 Lacey, WA 98516
 Phone: 360-528-8609

QUOTE

Date	10/07/20
Quote #	RSIQ52185
SalesRep	Kris Grassman
	360-528-8609
Prepared By	Dennis Baranick
	208-287-0491
Customer Contact	John Millard
	(360) 264-2368
	clerktreasurer@ci.tenino.wa.us

Customer

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 Tenino, WA 98589

Terms:

Net 30 Days

Ship Via:

Ground

Special Instructions:

Description:

HP LaserJet Pro M404dn

#	Description	Part #	Qty	Unit Price	Ext. Price
1	HP LaserJet Pro M404dn - Printer - B/W - Duplex - laser - A4/Legal - 4800 x 600 dpi - up to 42 ppm - capacity: 350 sheets - USB 2.0, Gigabit LAN, USB host	W1A53A#BGJ	1	\$382.00	\$382.00
Sub Total					\$382.00

Authorized Signature

Title

Date

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Terms and Conditions

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10/07/20

Dennis Baranick
 Opportunity #: 92915

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 Reference #

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File Attachments for Item:

14. 1) Chief of Police
- 2) Director of Public Works
- 3) City Planner / Building Official
- 4) City Attorney
- 5) Clerk/Treasurer
- 6) Mayor



City of Tenino

Honorable Mayor and Town Council

Monthly Report of Wastewater Treatment Plant Operations & Maintenance

Month: September 2020

During the month of September, the treatment plant continues to perform optimally. All testing parameters are well below permit levels.

System Maintenance

- Regular upkeep.

Process Changes

- Dewatering of biosolids lagoon has begun using Tribeca Transport.

Call Outs-Emergencies

- There were no call outs or emergencies for the month of September.

Communications

- Influent sampling has been suspended by DOE during the COVID-19 outbreak.

Miscellaneous

Flows

- Influent total flow = 2.880 MG
- Average daily flow = 0.096 MG
- Max daily flow = 0.111 MG
- Total gallons wasted = 63,940 gallons