

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, December 11, 2018 at 6:30 PM

Agenda

WORK SESSION

1. Ms. Naomi Obie, Obie Rentals, is requesting relief from a late charge fee.

For a variety of reasons, the August Utility Bill pertaining to 296 Sussex Avenue was not paid in a timely manner and incurred a late fee. When the account was paid, it was not "paid in full" because the check tendered did not include the \$25 late fee. The check for what would have been the appropriate amount was written prior to, but not received by the City until after, the account was in a late status.

By the time the September bills came out, the account was still overdue and a new check was issued including the amounts due for both August and September, resulting in a credit on the account, but not sufficient to cover the cost of two late fees (\$50).

Obie Rentals contends the credit balance "should" have covered the previous late fee, which, on the surface, is true. But the amount of the credit would have been reduced by \$25 and so still would not have covered the whole amount then due and owing. As can be seen in the Utility Account History statement, attached, there remains a \$27.52 amount still due and owing, despite the size of the credit balance.

Obie admits the first Late Fee was legitimate, but contends the second Late Fee was inappropriate.

The Administration contends that while the second late fee is, in fact, appropriate (the entire balance due and owing at the end of the month for September had not been paid.) This situation is a result of the personnel at City Hall complying with the requirements of the Tenino Municipal Code. If a prior month's bill has not been paid in full by the 10th day of the succeeding month, the account is late and a \$25 late fee is assessed. However, in light of the fact that this account has been in good standing for some time and in light of the fact that Obie Rentals did make a good-faith effort to pay what they thought was the entire amount due and owing, the Administration recommends the City Council grant relief from the \$25 late fee assessed in the month of November, 2018.

2. Breckenridge Property Fund 2016, LLC, purchased the property located at 1424 Old Military Road SE, Tenino, WA 98589, at a Foreclosure sale in the spring of 2018. They did not immediately seek to establish a Utility Account, therefore, the property has been accumulating charges and late fees since January of 2017.

As is well known, the City generally does not get queried about outstanding utility balances at a Foreclosure or Sherrif's sale. Therefore, when the new owners sought to establish utility service, they were faced with an unexpected bill in the amount of \$2469.08, of which, only \$525.00 represents late fees. All the other charges are for water actually consumed (that is, water that flowed through the meter) and facility charges.

The new owners have now brought the account current in order to restore water service, but now ask for relief from at least some of the fees and charges. The Administration recommends relief from all late fees, but recommends no relief be granted from the cost of water actually consumed or from any facility charges. If the Administration's recommendation is accepted, the total cost to restore service at the property would have been \$1984.08 (the cost of water actually consumed, facility charges, and a \$40 new account establishment fee). Since the new owners have paid \$2469.08, they would be entitled to their choice of a credit on the account in the amount of \$485.00, or a refund voucher in the amount of \$485.00

3. Consolidated Fee Schedule Update.

During the Budget Development Process, some of the planning assumptions included estimates of venues based on anticipated increases in fees and charges.

The 2019 Consolidated Fee Schedule includes:

- 2% increase in water rates

- 3% increase in sewer rates

- Increases in the cost of fees and deposits for City Facilities (Quarry House, Concession Stand, Council Chambers)

- Updated costs of Building Permits due to increases in state-mandated fees

- Updated cost of credit card convenience fees.

4. In order to access the \$618,000.00 in the Capital Budget appropriated for the infrastructure development for the SW Washington Agriculture and Innovation Park, the EDC must prove "site control" to the Department of Commerce. In discussions with all stakeholders, we determined a long-term lease of that portion of the parcel not occupied by the City's Wastewater Treatment Plant would best meet the requirement.

The proposed lease, below, is for an initial term of 15 years and provides for periodic reviews to ensure the agreement remains responsive to the needs of the parties. The lease fee is a nominal \$10 per year fee, with the expected full benefit of the City to be realized in the form of Business Licenses, Business & Occupation Taxes, and other fees for services generated by the tenants of the Park, once fully operational.

CALL TO ORDER

5.

AGENDA APPROVAL

APPROVAL OF MINUTES

- 6. Recommended Action:** Move to approve the minutes for the November 27, 2018 Regular Meeting of the Tenino City Council as written.

CONSENT CALENDAR

- 7.** Vouchers for the period from November 28 through December 11, 2018, inclusive. Expenses of \$119,855.51 consist of:

Payroll EFT's in the amount of \$54,790.49; and

Claims Checks #27791 through #27841 in the amount of \$65,065.02

Recommended Action: Move to approve all expenses in the amount of \$119,855.51 for the period begining November 28, 2018 and ending December 11, 2018.

- 8.** Tenino Short Stop, Stone City Brewing, and Tenino 76 Food Mart all have Liquor License renewals pending.

Recommended action: Move to approve the Liquor License renewals for Stone City Brewing, Tenino 76 Food Mart, and Tenino Short Stop Market.

EXECUTIVE SESSION

PRESENTATIONS

9. Ms. Lynzie Calquhoun, Cascades 3D Imaging, will demonstrate the three-dimensional "Virtual Tours" that Mayor Fournier asked about in an effort to better market Tenino's outstanding features.
10. Chief Robert Swain will present the first Graduates of the Tenino Citizens Academy.

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

- 11.** The City Council wishes to proclaim their appreciation to Councilmember Susan Copeland upon her departure from the Council.

OLD BUSINESS

NEW BUSINESS

- 12.** Obie Rentals seeks relief from a \$25 Late Fee.

Recommended Action: Move to relieve Obie Rentals from the Late Fee charged on the November bill.

[13.](#) Breckenridge Property Fund 2016, LLC, seeks relief from all late fees.

Recommended Action: Move to waive all late fees and restore utility service to the property located at 1424 Old Military Road SE, Tenino, WA, 98589 provided new owners agree to pay all amounts now due and owing for the actual cost of goods and services provided or consumed in the approximate amount of \$1984.08.

[14.](#) The Administration would like to contract with Cascade 3D Imaging for the integration of their "Virtual Tour" services with the City's new website.

Recommended action: Move to approve the expenditure of \$400.00 from the General Fund to purchase Cascade 3D Imaging services for the Museum and Ticknor School.

[15.](#) The Thurston Economic Development Council requires proof of "Site Control" in order to access the \$618,000.00 appropriated for the purpose of infrastructure development at the proposed Southwest Washington Agriculture and Innovation Park (SWAAIP). The 15-year lease, below, would accomplish this purpose.

Recommended Action: Move to authorize Mayor Fournier to enter into the lease agreement between the City of Tenino and the Thurston Economic Development Council for the property located at 16402 Old Hwy 99 SE, Tenino, WA, 98589.

RESOLUTIONS

[16.](#) Resolution 2018-11 would fix the rates, fees, deposits, and other charges related to the provision of City goods and services.

Recommended action: Move to adopt Resolution 2018-11, fixing the City's Consolidated Fee Schedule for 2019.

ORDINANCES

[17.](#) Ordinance 894 would fix the City's 2019 Municipal Budget.

Recommended Action: Move to approve as the second reading and to adopt Ordinance 894, fixing the City's Municipal Budget for the year ending December 31, 2019.

[18.](#) Ordinance 895 would amend the City's 2018 Municipal Budget and directs the Clerk/Treasure to take certain actions in anticipation of closing the 2018 fiscal year and setting the conditions for the 2019 Municipal Budget.

Recommended Action: Move to approve as the second reading and to adopt Ordinance 895, amending the City of Tenino Municipal Budget for the year ending December 31, 2018.

REPORTS

19. Library

Fire District

Museum

20. Chief of Police

Director of Public Works

City Planner

City Attorney

Clerk/Treasurer

Mayor

21. Civil Service Commission

Park Commission

Planning Commission

Finance Committee

Public Safety Committee

Facade Improvement Grant Review Committee

22. Bucoda/Tenino Healthy Action Team (BTHAT)

Community Investment Partnership (CIP)

Economic Development Council (EDC)

Solid Waste Advisory Board

TCOMM/911

Tenino School Board

Thurston Regional Planning Council (TRPC)

Transportation Policy Board (TPB)

PUBLIC COMMENTS 2

ADJOURNMENT

RECEIVED

DEC 04 2018

CITY OF TENINO

November 30, 2018

Tenino City Council
P.O. Box 4019
Tenino, WA 98589

City of Tenino

Dear City Council Members,

This is to appeal \$25 fine assessed to my Utilities account number 1398 for service address 169 Sussex Ave. West.

I am the owner of this property.

I received a Utility billing Statement dated 11/1/2018 for \$673.89, including past due amount \$345.55. Due date on this statement was 11/30/18.

To avoid late fee and maintain my excellent credit, I paid this total-\$673.89- in full on 11/16/18, 2 days after it was received.

Subsequently I received a Past Due statement for the \$370.55 including \$25 late fee, due date 11/21, although \$345.55 total was already paid 11/16.

You will see that due to my payments and efforts to keep this account current, I now have an overpayment credit of \$691.10.

It is obvious I should not be assessed \$25.00 at this time. Please remove this penalty from my account and develop a reasonable system for customer complaints and remedy. An automatic payment system for your costumers would help timely remittance.

I have enclosed copies of these convoluted billings. The Billing Statement dated 11/01 has been taped together after I tore and stomped on it in frustration after my first phone call to your office.

Thanks to John for providing more correct complaint advice.

Sincerely,


Naomi Obie, Obie Rentals
6039 Hogan Drive SE
Olympia, WA 98513

City Of Tenino
PO Box 4019
Tenino, WA 98589
360-264-2368

Notice Date: 11/14/2018 Past Due: 345.55
Due Date: 11/21/2018 Fee: 25.00
296 SUSSEX AVE W Due: 370.55

Ed Obie
6039 Hogan Dr SE
Olympia, WA 98513

Account: 1398

Your account is PAST DUE. If complete payment is not received ON OR BEFORE 1:00 PM 11/21/18 your service will be disconnected for non-payment and a fee of \$40.00 will be charged. You may pay your bill online by going to www.ci.tenino.wa.us and select "pay my bill". In order to insure payment on time be sure to make your payment at least 36 hours before the due date. Please call if you have any questions (360) 264-2368.

*PD -
get reimbursed
for 58.5 fee*

*Central
691, 10*

UTILITY ACCOUNT HISTORY

City Of Tenino
MCAG #: 0757

Time: 10:37:31 Date: 12/04/2018
Page: 1

Ed Obie Acct #: 1398 Tap #: 300050.20

10/31/2017 To: 12/04/2018

	Current	Previous	Water Usage	Sewer Usage	ectric Usage	Demand	Chg/Pymt	Balance
10/31/2017 Bill	279680	278430	1250			0	308.11	308.11
11/21/2017 Payment 48699702						0	-308.11	0.00
12/01/2017 Bill	280870	279680	1190			0	304.66	304.66
12/28/2017 Payment 58730812						0	-304.66	0.00
01/01/2018 Bill	282020	280870	1150			0	304.66	304.66
01/23/2018 Payment 65968726						0	-304.66	0.00
02/01/2018 Bill	283270	282020	1250			0	324.90	324.90
02/21/2018 Payment 74913167						0	-324.90	0.00
03/01/2018 Bill	284570	283270	1300			0	324.90	324.90
03/20/2018 Payment 83435995						0	-324.90	0.00
04/01/2018 Bill	285990	284570	1420			0	331.79	331.79
04/20/2018 Payment 91996495						0	-331.79	0.00
05/01/2018 Bill	287110	285990	1120			0	321.46	321.46
05/22/2018 Payment 652079						0	-321.46	0.00
06/01/2018 Bill	288460	287110	1350			0	328.34	328.34
06/22/2018 Payment 10129219						0	-328.34	0.00
07/01/2018 Bill	289740	288460	1280			0	324.90	324.90
07/24/2018 Payment 18779772						0	-324.90	0.00
08/01/2018 Bill	290810	289740	1070			0	318.01	318.01
09/01/2018 Bill	292740	290810	1930			0	349.00	667.01
09/12/2018 Bill				*		0	25.00	692.01
09/19/2018 Payment						0	-692.01	0.00
10/01/2018 Bill	294640	292740	1900			0	345.55	345.55
11/01/2018 Bill	296010	294640	1370			0	328.34	673.89
11/14/2018 Bill				*		0	25.00	698.89
11/16/2018 Payment 56856438						0	-673.89	25.00
11/20/2018 Payment 57843660						0	-345.55	-320.55
11/27/2018 Payment 58715129						0	-370.55	-691.10
12/01/2018 Bill	297494	296010	1484			0	331.79	-359.31

Billing Periods 14 Billed Amt: 4,546.41 Ave 324.74



UTILITY ACCOUNT HISTORY

City Of Tenino
MCAG #: 0757

01/01/2001 To: 12/05/2018

Time: 14:17:11 Date: 12/05/2018
Page: 6

Ron White Acct #: 1684 Tap #: 409600.10

1424 OLD MILITARY RD			Current	Previous	Water Usage	Sewer Usage	Electric Usage	Demand	Chg/Pymt	Balance
09/30/2015	Bill	Billing	126496	126241	255			0	135.08	135.16
10/06/2015	Payment	116103158						0	-135.00	0.16
10/31/2015	Bill	Billing	126709	126496	213			0	135.08	135.24
11/10/2015	Payment	117232891						0	-135.00	0.24
11/30/2015	Bill	Billing	126990	126709	281			0	135.08	135.32
12/15/2015	Payment	118596944						0	-136.00	-0.68
12/31/2015	Bill	Billing	127259	126990	269			0	147.12	146.44
01/12/2016	Payment	119565177						0	-136.00	10.44
01/20/2016	Payment	119813723						0	-12.00	-1.56
01/31/2016	Bill	Billing	127723	127259	464			0	147.12	145.56
02/17/2016	Payment	120821191						0	-146.00	-0.44
02/29/2016	Bill	Billing	128152	127723	429			0	147.12	146.68
03/11/2016	Payment	121749049						0	-147.00	-0.32
03/31/2016	Bill	Billing	128530	128152	378			0	147.12	146.80
04/19/2016	Payment	123057092						0	-147.00	-0.20
04/30/2016	Bill	Billing	128943	128530	413			0	147.12	146.92
05/24/2016	Payment	124326731						0	-148.00	-1.08
05/31/2016	Bill	Billing	129310	128943	367			0	147.12	146.04
06/21/2016	Payment	125211339						0	-150.00	-3.96
06/30/2016	Bill	Billing	129684	129310	374			0	147.12	143.16
07/22/2016	Payment	126384589						0	-150.00	-6.84
07/31/2016	Bill	Billing	129963	129684	279			0	147.12	140.28
08/16/2016	Payment	127130572						0	-141.00	-0.72
08/31/2016	Bill	Billing	130299	129963	336			0	147.12	146.40
09/16/2016	Payment	128298082						0	-144.00	2.40
09/30/2016	Bill	Billing	130736	130299	437			0	147.12	149.52
10/21/2016	Payment	129470707						0	-149.52	0.00
10/31/2016	Bill	Billing	131056	130736	320			0	147.12	147.12
11/17/2016	Payment	130274825						0	-147.00	0.12
11/30/2016	Bill	Billing	131323	131056	267			0	147.12	147.24
12/16/2016	Payment	131316857						0	-147.24	0.00
12/31/2016	Bill	Billing	131626	131323	303			0	147.12	147.12
01/13/2017	Payment	132189643						0	-147.12	0.00
01/31/2017	Bill	Billing	131807	131626	181			0	147.12	147.12
02/28/2017	Bill	Billing	131941	131807	134			0	80.54	227.66
03/01/2017	Bill	Late Notice				*		*	25.00	252.66
03/29/2017	Bill	Late Notice				*		*	25.00	277.66
03/31/2017	Bill	Billing	132041	131941	100			0	80.54	358.20
04/30/2017	Bill	Billing	132165	132041	124			0	80.54	438.74
05/10/2017	Bill	Late Notice				*		*	25.00	463.74
05/31/2017	Bill	Billing	132256	132165	91			0	80.54	544.28
06/14/2017	Bill	Late Notice				*		*	25.00	569.28
06/30/2017	Bill	Billing	132370	132256	114			0	80.54	649.82

Last Payment

UTILITY ACCOUNT HISTORY

City Of Tenino
MCAG #: 0757

01/01/2001 To: 12/05/2018

Time: 14:17:11 Date: 12/05/2018
Page: 7

Ron White Acct #: 1684 Tap #: 409600.10

1424 OLD MILITARY RD			Current	Previous	Water Usage	Sewer Usage	Electric Usage	Demand	Chg/Pymt	Balance
07/12/2017	Bill	Late Notice				*		0	25.00	674.82
07/31/2017	Bill	Billing	132496	132370	126			0	80.54	755.36
08/11/2017	Bill	Late Notice				*		0	25.00	780.36
08/31/2017	Bill	Billing	132643	132496	147			0	80.54	860.90
09/13/2017	Bill	Late Notice				*		0	25.00	885.90
09/30/2017	Bill	Billing	132798	132643	155			0	80.54	966.44
10/11/2017	Bill	Late Notice				*		0	25.00	991.44
10/31/2017	Bill	Billing	132947	132798	149			0	80.54	1,071.98
11/15/2017	Bill	Late Notice				*		0	25.00	1,096.98
12/01/2017	Bill	Billing	133103	132947	156			0	80.54	1,177.52
12/13/2017	Bill	Late Notice				*		0	25.00	1,202.52
01/01/2018	Bill	Billing	133224	133103	121			0	80.54	1,283.06
01/11/2018	Bill	Late Notice				*		0	25.00	1,308.06
02/01/2018	Bill	Billing	133336	133224	112			0	82.82	1,390.88
02/14/2018	Bill	Late Notice				*		0	25.00	1,415.88
03/01/2018	Bill	Billing	133438	133336	102			0	82.82	1,498.70
03/14/2018	Bill	Late Notice				*		0	25.00	1,523.70
04/01/2018	Bill	Billing	133520	133438	82			0	82.82	1,606.52
04/11/2018	Bill	Late Notice				*		0	25.00	1,631.52
05/01/2018	Bill	Billing	133594	133520	74			0	82.82	1,714.34
05/11/2018	Bill	Late Notice				*		0	25.00	1,739.34
06/01/2018	Bill	Billing	133638	133594	44			0	82.82	1,822.16
06/13/2018	Bill	Late Notice				*		0	25.00	1,847.16
07/01/2018	Bill	Billing	133665	133638	27			0	82.82	1,929.98
07/11/2018	Bill	Late Notice				*		0	25.00	1,954.98
08/01/2018	Bill	Billing	133665	133665				0	82.82	2,037.80
08/14/2018	Bill	Late Notice				*		0	25.00	2,062.80
09/01/2018	Bill	Billing	133971	133665	306			0	82.82	2,145.62
09/12/2018	Bill	Late Notice				*		0	25.00	2,170.62
10/01/2018	Bill	Billing	135108	133971	1137			0	82.82	2,253.44
10/11/2018	Bill	Late Notice				*		0	25.00	2,278.44
11/01/2018	Bill	Billing	135337	135108	229			0	82.82	2,361.26
11/14/2018	Bill	Late Notice				*		0	25.00	2,386.26
12/01/2018	Bill	Billing	135518	135337	181			0	82.82	2,469.08

Billing Periods ** Billed Amt: 15,486.06 Ave 111.41

RESOLUTION 2018-11

A RESOLUTION OF THE CITY OF TENINO, WASHINGTON ADOPTING THE 2019 CONSOLIDATED FEE SCHEDULE

WHEREAS, Ordinance 870, establishing the City of Tenino Consolidated Fee Schedule was duly adopted the City Council on January 24, 2017; and

WHEREAS, Ordinance 870 requires the Consolidated Fee Schedule to be amended no less than yearly by Resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TENINO, WASHINGTON, that all previous versions of the Consolidated Fee Schedule are repealed effective December 31, 2018 and are replaced by the 2019 Consolidated Fee Schedule as shown below:

Section 1. Use of all City facilities or permits shall be granted only through the application process established for the type of use being requested. All applications shall be submitted to the City Clerk's Office for processing.

Section 2. Application forms shall be available at City Hall, or online on the City's Web Page, which can be accessed at: www.CityOfTenino.us. Downloaded applications forms must still be submitted to the City Clerk's Office for processing. The Clerk shall accept the forms in person, via the U.S. Mail, or via e-mail.

Section 3. The 2019 General Schedule of Fees and Charges, is set forth below:

	FEE	DEPOSIT
ANIMAL LICENSES		
New License	\$ 15.00	
New License – senior citizen	\$ 12.00	
Renewal – Spayed or Neutered	\$ 8.00	
Renewal – Non-altered	\$12.00	
Renewal – Senior Citizen	\$ 5.00	
Replacement Tag	\$ 5.00	
Documented Rescued Animal	1 st License free	
BALLFIELD FEES		
Tournaments (Deposit non-refundable if Canceled less than 72 hours prior to event)	\$ 25.00 per field, per day	\$ 50.00 per field
Tournament Maintenance	\$ 15.00 per game	
League Practices (Adults Only – Maximum 2 Practices per week, 10 weeks)	\$ 50.00 per league	
Other than Leagues (All Day)	\$ 60.00 per day	\$ 50.00

Other than Leagues (Half Day)	\$ 30.00 per ½ day	\$ 50.00
Youth Sports	\$ 5.00 per player, per season	
Field Maintenance/Capital Improvement	\$250.00 per league per season	
BUSINESS LICENSES		
New Business	\$ 55.00	
Renewal	\$ 45.00	
Late Renewal Penalty	\$ 75.00	
CONCESSION STAND RENTAL		
All Day	\$100.00	\$100.00
Half Day (4 Hours)	\$50.00	\$100.00
Youth Seasonal Activities	\$50.00/month	
Commercial Vehicle (Food Vendor – Business License Required)	\$50.00/month	
Concession at Pool (Business License Required)		
Non-profit	10% of gross sales \$25/day cap	
For Profit	10% of gross sales \$50/day cap	
COUNCIL CHAMBERS RENTAL		
2 Hour Minimum (No alcoholic beverages)	\$ 25.00 per hour	\$ 50.00
MISCELLANEOUS		
Photocopies	\$ 0.15 each	
Copy onto CD or disc (includes cost of CD or disc)	\$ 5.00	
Notary Service (1 st signature)	\$ 10.00	
Each additional signature	\$ 1.50	
Credit Card Convenience Fee	2% of transaction amount	
NSF Check Fee	\$ 40.00	
Copy of Police Reports	\$ 7.50 per report	
PARKING		
Designated Parking Stalls		
Hourly (First 15 minutes free)	\$ 2.00	
Permit (Daily)	\$ 12.00	
Permit (Weekly)	\$ 48.00	
Permit (Monthly)	\$ 150.00	
Permit (Yearly)	\$1600.00	
PARK FEES		
Premium Numbered Sites	\$ 15.00/night	
1 unit per site (1-8 people)		
Unit = tent/RV/camping structure		
Open Camp Sites	\$ 10.00/unit/night	

Camping Fees (Single entity / unit / night)	\$ 8.00	
Groups		
Areas 1, 2, 4, 5		
1-50 people	\$ 50.00	\$ 75.00
51-75 people	\$100.00	\$ 75.00
76-125 people	\$150.00	\$ 75.00
Area 3 (Concession Stand Not Included)		
1-50 people	\$ 50.00	\$ 75.00
51-75 people	\$100.00	\$ 75.00
76-125 people	\$150.00	\$ 75.00
Area 6 (Concession Stand Not Included)		
1-50 people	\$ 50.00	\$ 75.00
51-75 people	\$100.00	\$ 75.00
76-125 people	\$150.00	\$ 75.00
Designated Rentable Spaces & Shelters		
Shelters 2 & 3, Quarry House Back Porch		
All Day (8:00 a.m. to dusk)	\$ 60.00	\$ 75.00
½ Day (8 a.m. – 2 p.m. or 2:30 p.m. to dusk)	\$ 35.00	\$ 75.00
PARADES & SPECIAL EVENTS		
Permit Fee	\$100.00	\$500.00
Plus cost for any necessary police, public works, or other City personnel or services required.	Per FY Salary Schedule	
QUARRY HOUSE RENTAL		
All Day (8:00 a.m. – 2:00 p.m. the next day)	\$130.00	\$ 100.00
½ Day (8:00 am – 4:00 pm or 5:00 pm – 1:00 pm the next day)	\$100.00	\$ 100.00
Meetings (2-hour minimum)	\$ 25.00/hour	\$ 75.00
Non-Profit Organizations	\$ 30.00 utility fee	
Senior Lunch Program	\$115.00/month	
QUARRY POOL FEES	Inside TSD	Outside TSD
Per Person / Per Day	\$ 3.00	\$ 5.00
Per Season / Per Family (2 adults and 3 children)	\$125.00	\$200.00
Early Bird (purchased prior to June 1 st)	\$100.00	\$175.00
Day Pass Punch Card (pay for nine, get one free)	\$ 27.00	\$ 45.00
Corporate Sponsor Day Use Fee	\$1000.00	\$1000.00
Non-Profit Sponsor Day Use Fee	\$800.00	\$800.00
SCOTCH BROOM PULLER RENTAL	\$ 15.00/day	\$ 75.00
STREET USE PERMITS		
Surface Improvements	\$120.00	
Underground Improvements in Roadway	\$180.00	
Underground Improvements Outside Roadway	\$ 75.00	
Miscellaneous	\$ 50.00	
Street Cleaning Deposit		\$200.00
Street Closure Deposit		\$200.00

Bond Required	125% of improvements	
UTILITIES		
Establishment of Service		
New Account Application Fee	\$ 40.00	
Service		
Connection/Disconnection		
Turn water service on or off	\$ 40.00	
Tapping Fee	\$2,500.00 plus cost of materials	
Water Service per month (up to 500 cf)		
¾" meter (up to 500 cf)	\$ 12.65	
1" meter (up to 500 cf)	\$ 17.63	
1-1/2" meter (up to 500 cf)	\$ 29.58	
2" meter (up to 500 cf)	\$ 44.84	
3" meter (up to 500 cf)	\$ 93.04	
4" meter (up to 500 cf)	\$138.38	
Senior Citizen (in city only, up to 300 cf)	\$ 7.59	
Outside City Limits (up to 300 cf)	\$ 18.95	
Quarry Pool Rate	\$ 9.11	
Vacancy Rate	\$ 3.16	
Overage		
Within city per additional 100 cf	\$ 3.22	
Outside city per additional 100 cf	\$ 4.56	
Senior (in city only) per add 100 cf	\$ 0.81	
Hydrant		
Permit Fee	\$ 75.00	\$250.00
Use and rent of meter	\$ 35.00	
First 300 cubic feet	\$ 18.22	
Each additional 100 cubic feet	\$ 3.10	
Municipal Rate		
Base Rate (first 500 cubic feet)	\$ 8.93	
Each additional 100 cubic feet	\$ 0.77	
Sewer Service		
Per ERU	\$125.66	
Per ERU w/Grinder Credit	\$122.38	
Per ERU w/Grinder Charge	\$128.95	
Vacancy Rate	\$ 71.03	
Connection/Disconnection		
Facility Charge	\$7,000.00 plus cost of materials	
Remove or Install Grinder Pump	\$300.00	
Late Fee	\$ 25.00	
Interest	2% of outstanding balance	
Lien Recordation	\$ 36.00	
Lien Removal	\$ 36.00	

COMMUNITY DEVELOPMENT – PLANNING & BUILDING

Application, Permit, or Request Type*†	Fee	Initial Engineering Deposit§
Physical Development Permits		
Building Permit	\$40 + Building Fee**	\$0
Design Standards Review	\$264	\$0
Sign Permit	\$33	\$0
Site Development Permit	\$198	\$450
Shoreline Substantial Development Permit	\$660	\$450
Use Permits		
Administrative Use Permit	\$396	\$450
<i>Home Occupation</i>	\$198	\$300
Conditional Use Permit – including shoreline conditional use permits	\$1,320	\$450
Public Facilities Use Permit	\$1,320	\$450
Development Option/Subdivision Permits		
Binding Site Plan – Preliminary	\$1,980	\$1,800
Binding Site Plan – Final	\$990	\$1,500
Boundary Line Adjustment	\$396	\$450
<i>Lot Combination/Segregation</i>	\$132	\$0
Density Transfer Program	\$1,320	\$900
Short Plat – Preliminary	\$1,320	\$900
Short Plat – Final	\$330	\$1,500
Subdivision – Preliminary	\$1,980	\$1,800
Subdivision – Final	\$990	\$1,500
Environmental Review‡		
Critical Area Report Review	\$528	\$450
SEPA Threshold Determination	\$528	\$450
Waiver - Critical Area Report or Shoreline Substantial Development Permit	\$198	\$450
Environmental Impact Statement Review	Staff/ Consultant Costs	Staff/ Consultant Costs
Mitigation Plan Review	\$528	\$450
Amendments to the LDRs/Comprehensive Plan		
Rezone	\$1,980	\$0
Text Amendment		
<i>Initial Application Fee</i>	\$0	\$0
<i>Accepted on City Council Docket</i>	\$1,980	\$1,800
Master Planned Development	\$1,980	\$1,800
Comprehensive Plan Amendment		
<i>Initial Application Fee</i>	\$0	\$0
<i>Accepted on City Council Docket</i>	\$1,980	\$1,800
Relief from the LDRs		
Administrative Variance	\$660	\$450
Appeal of Administrative or Planning Commission Decision§§	\$660	\$0
Extension Request	\$198	\$0
Reasonable Use Determination	\$1,320	\$450

COMMUNITY DEVELOPMENT – PLANNING & BUILDING

Application, Permit, or Request Type*†	Fee	Initial Engineering Deposit§
Variance – including shoreline variances	\$1,320	\$450
Interpretations of the LDRs		
Administrative Interpretation	\$660	\$450
Zoning Decision	Hourly Rate	\$0
Other Requests		
Annexation	\$1,320	\$900
Notification Posting	\$33	\$0
Pre-Application Conference	\$264	\$450
Right-of-Way Vacation	\$990	\$1,500
City Council Reconsideration	\$264	\$0

*A review deposit may apply in addition to the application fee.

†**County Reviews.** Applications may also be required to be reviewed by Thurston County. Please check with the individual County department for possible review/application fees.

§**Engineering Deposit.** For applications requiring an initial engineering deposit, projects may be evaluated on a case-by-case basis to determine if the deposit is necessary. All Engineering review fees are required to be paid, including fees in excess of the initial deposit. Any of the deposit remaining after completion of the review will be returned to the applicant.

****Building Permits.** Building fees are based on current Thurston County Building Fee Guide and fee tables. See <http://www.co.thurston.wa.us/permitting/fees/fees-building-explain.html> for more information.

‡**Wetland/Stream Reviews.** Applications requiring a review of wetlands and/or streams may require an additional \$990 review deposit.

§§**Appeals.** The application fee for appealing an Administrative or Planning Commission decision shall be refunded if appellant prevails.

PASSED at a regular meeting of the Tenino City Council this 11th day of December 2018.

Wayne Fournier, Mayor

ATTEST:

APPROVED AS TO FORM:

John C. Millard, City Clerk-Treasurer

Richard L. Hughes, City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made this 11th day of December 2018, by and between the City of Tenino, a Washington Municipal corporation whose address is 149 Hodgden Street South, Tenino, Washington, 98589, hereinafter referred to as the "Lessor" or "City", and the Thurston Economic Development Council Center for Business & Innovation, a Washington non-profit corporation whose address is 4220 6th Avenue SE, Lacey, WA, 98503, hereinafter called "Lessee" (jointly, the "Parties".)

RECITALS:

WHEREAS, lessee's mission is to create a dynamic and sustainable economy that supports the values of the people who live and work in Thurston County; and

WHEREAS, the proposed agricultural business park will focus on food-related value-added manufacturing, processing, and packaging, expanding existing markets, developing new markets, and creating jobs and tax revenue for Thurston County, specifically for residents served by lessor; and

WHEREAS, lessee represents it has the legal and financial ability, and the expertise, to fulfill all of its obligations under this Agreement during its term.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto agree as follows:

1. PROPERTY, TERM, RENT.

- a. Property. Lessor hereby leases unto Lessee the property, hereinafter referred to as "Property," so much of that portion of the Tenino Wastewater Treatment Plant property located at 16402 Old Hwy 99 SE as depicted in Exhibit A attached hereto, made part hereof, and incorporated herein by reference. The Property, known and described more fully as Section 25 Township 16 Range 2W Quarter SW NE BLA06114384TC, less everything within the fenced area of the Wastewater Treatment Plant. Lessee agrees that lessor has made information available sufficient for lessee to determine whether the property is adequate for its purposes, including any information with respect to the environmental condition of the property.
- b. Term. To have and to hold the same for an initial term of 15 years beginning January 1, 2019, unless terminated earlier or extended pursuant to the terms of this Lease Agreement or otherwise as provided by law.
- c. After the initial 15 year term of this lease, the Parties will meet and evaluate progress of the Agricultural Park, and thereafter meet and evaluate progress in 5 year increments. Provided the Parties agree through their respective governing bodies that sufficient progress has been made in the immediately preceding lease increment, the

LEASE AGREEMENT

lease will automatically renew for additional 5-year increments. If the Parties do not agree that sufficient progress has been made in the immediately preceding lease increment, the lease will terminate at the end of the then current increment.

- d. Rent. Rent for this property shall be at and for a rental for the full term at the annual rate of \$10.00. Rent shall be received by the Lessor on or before the first working day of January in each year during the full term hereof subject to the limitations and conditions of sections 15 and 18 herein to the address as noted below.

2. USE OF PREMISES.

- a. Lessee agrees that the Property shall be used and occupied only as an agricultural park in a careful, safe and proper manner, and that it will pay on demand for any damage to the Property caused by the misuse of same by it, its sub-lessees, guests, invitees, agents, or employees.
- b. Lessee shall not use or permit the Property to be used for any purposes prohibited by the laws or regulations of the United States or the State of Washington, the ordinances of Thurston County or of the City of Tenino. Lessee has made an independent determination that there are no applicable laws or regulations that would prohibit or adversely affect use of the Property for the purposes intended in this Agreement.
- c. Lessee shall not use or keep any substance or material on or about the Property, or allow its sub-lessees, guests, invitees, agents, or employees to use or keep any substance or material, which may increase risks associated with the use or occupancy of the Property. Lessee will implement sufficient safety and security measures so as to reasonably prevent harm to persons on the property and to protect against damage to property.
- d. Lessee shall not permit any nuisance on the Property.
- e. Lessee shall construct a full access to property from Old Hwy 99 using funds provided via separate terms and requirements as noted in the State Capital Budget grant award in accordance with applicable City Municipal Code. If other access provisions are negotiated with adjacent property owner, then said access will be mutually agreed by LESSOR and LESSEE.

3. SERVICES BY LESSOR. Lessor shall provide to Lessee during the occupancy of said Property, as further consideration, the following:

- a. Responsible for all provisions and conditions imposed upon the property as part of the attached land agreement with USFW, labeled as Exhibit B hereto made part hereof, and incorporated herein by reference.

LEASE AGREEMENT

purpose of planning, designing, building, and operating an agricultural park. Lessor does not oppose the Lessee in locating and sub-leasing any improvements made to the Property, or any portion of undeveloped property, to any entity duly authorized by the Lessee to conduct operations as part of an agricultural park consistent with this Agreement. Lessee agrees to include Lessor in any negotiations that would lead to such a sub-lease. Any subleases that extend beyond the earliest possible termination date of this Agreement must be agreed to by lessor in writing and said sublease shall provide that lessor will assume such sublease upon termination of this agreement.

8. HOLD HARMLESS/INDEMNIFICATION.

- a. Lessee shall defend, indemnify and hold the City, its officers, officials, agents, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees and costs, arising out of or resulting from the acts, errors, or omissions of Lessee in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. The City shall defend, indemnify and hold Lessee, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees and costs, arising out of or resulting from the acts, errors, or omissions of the City in performance of this Agreement, except for injuries and damages caused by the sole negligence of Lessee. The City further agrees that any liability for decisions by the City regarding SEPA determinations, as well as liability for land use and development decisions by the City, shall be the sole responsibility of the City, and Lessee will have no duty to defend or indemnify the City with respect to these decisions.
- c. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, 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 Lessee and the City, its officers, officials, agents, employees, and volunteers, Lessee's liability, including the duty and cost to defend, hereunder shall be only to the extent of Lessee's negligence. *It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' 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. Lessee shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the performance hereunder by Lessee, its agents, representatives, or employee, as more fully described herein.

- a. Lessee's membership in a public insurance risk pool that provides equal coverage as

LEASE AGREEMENT

that specified below shall satisfy the requirements of this section.

- b.** Insurance Term. Lessee shall procure and maintain for the duration of this 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 Lessee, its agents, representatives, or employees.
- c.** No Limitation. Lessee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- d.** Minimum Scope of Insurance. Lessee shall obtain insurance of the types and coverage described below:

 - (1)** Automobile Liability insurance covering all owned, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 - (2)** Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury.
 - (3)** Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- e.** Minimum Amounts of Insurance. Lessee shall maintain the following insurance limits:

 - (1)** Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 (one million dollars) per accident.
 - (2)** Commercial General Liability insurance shall be written with limits no less than \$1,000,000 (one million dollars) each occurrence, \$2,000,000 (two million dollars) general aggregate.
- f.** Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- g.** Verification of Coverage. Lessee 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 requirement, upon execution of this Agreement, and thereafter upon request. A letter of coverage from a public insurance risk pool approved by the City's insurance pool shall satisfy this requirement.

LEASE AGREEMENT

- h.** Notice of Cancellation. Lessee shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice. Lessee will provide continuous coverage through other means, and proof of such coverage, satisfactory to Lessor whenever it receives such notice.
- 10.** APPLICABLE LAW. The laws of the State of Washington and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Lease.
- 11.** DAMAGE AND DESTRUCTION. In the event the Property is rendered untenable or unfit for Lessee's purposes by fire or other casualty, this Lease will be immediately suspended, and no rent shall accrue to Lessor from the date of such fire or casualty, until the untenable condition has been remedied.
- 12.** LESSEE'S PERSONAL PROPERTY. All personal property of any kind or description whatsoever on the Property shall be at the Lessee's sole risk, including Lessee's agents, representatives, and employees, and Lessor shall not be liable for any damage done to or loss of such personal property. If Lessee shall fail to remove all its effects from the Property upon the termination of this Lease for any cause whatsoever, Lessor, at its option, may remove the same in any manner that it shall chooses, and store the said effects without liability to the Lessee for loss thereof. Within thirty (30) days after termination of this Lease, Lessor shall provide written notice to Lessee of any personal property items removed. Lessee agrees to pay the Lessor on demand any and all expenses incurred in such removal.
- 13.** CONDEMNATION. If the whole or substantially all the Property shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as of the date of vesting of title of the Property or delivery of possession, whichever event shall first occur, pursuant to such proceeding. Any award granted for either partial or complete taking regarding the Property shall be the exclusive property of Lessor.
- 14.** BREACH OF LEASE.
- a.** Any material failure of either party to perform or comply with any of the terms of this Lease shall constitute a breach of the Lease. The parties agree that no act or omission shall be deemed an event of default and a breach of the Lease unless the non-defaulting party shall have given the defaulting party notice of the alleged default and thirty (30) days to cure the same, unless a different time to cure is agreed to by the Parties in writing, signed by those with authority to bind their respective Party. Any dispute concerning the performance of this Lease that cannot be resolved by the parties shall be referred to non-binding arbitration to the American Arbitration Association or other acceptable form of alternative dispute resolution agreed by the Parties in writing. Non-binding arbitration shall be a pre-requisite to legal action filed

LEASE AGREEMENT

in any court of law.

- b. No waiver of any breach of any one or more of the conditions or covenants of this Lease by Lessor shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
15. PUBLIC RECORDS. Lessee understands and agrees that Lessor is subject to the Washington Public Records Act, RCW 42.56 and the Open Public Meetings Act, RCW 42.30. Certain records the result of this Agreement may be subject to the Public Records Act. Lessee agrees to cooperate with lessor to comply with any requirements with said Act. Further, certain decisions of Lessor may be required to take place in a public meeting, even though this would not ordinarily occur in the private sector.
16. COMPLETE AGREEMENT. This Lease, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements pertaining to the lease of the Property between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the laws of the State of Washington.
17. SUCCESSORS AND ASSIGNS/SEVERABILITY. The captions and headings used in this Lease are for identification only, and shall be disregarded in any construction of the Lease provisions. All of the terms of this Lease shall inure to the benefit of, and be binding upon, the respective heirs, successors, and assigns of both the Lessor and the Lessee. If any portion, clause, paragraph, or section of this Lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act, then the remaining portions of this Lease shall remain in full force and effect.
18. NOTICE. Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when received:

LESSOR:

City of Tenino
ATTN: Clerk/Treasurer
PO Box 4019
Tenino, WA 98589

LESSEE:

Thurston Economic Development Council
Center for Business & Innovation
ATTN: Executive Director
4220 6th Avenue SE
Lacey, WA 98503

Notice of change of address shall be treated as any other notice.

LEASE AGREEMENT

- 19. **CONSENT.** Unless otherwise specifically provided, whenever consent or approval of Lessor or Lessee is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reasons therefore.
- 20. **HOLDING OVER.** If Lessee fails to vacate the Property upon expiration or sooner termination of this Lease, Lessee shall be a month-to-month Lessee and subject to all the laws of the State of Washington applicable to such tenancy. The rent to be paid by Lessee during such continued occupancy shall be the same being paid by Lessee as of the date of expiration or sooner termination. Nothing in this section shall be construed as relieving either party of its obligation to execute a new or extended lease agreement to cover future lease periods, as required by the laws of the State of Washington.
- 21. **NO BENEFICIAL INTEREST.** The signatories hereto aver that, to their knowledge, no City employee has a personal or beneficial interest whatsoever in the service or property described herein.
- 22. **NO VIOLATION OF LAW.** The signatories hereto aver that they are familiar with RCW § 42.20, et seq., (Misconduct of Public Officers), and RCW § 42.20, et seq., (Code of Ethics for Municipal Officer – Contract Interests) and that no violation of such provisions is present.
- 23. **ADDITIONAL PROVISIONS.** (Insert any additional provisions thought necessary)

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

FOR THE CITY:

FOR THE ECONOMIC DEVELOPMENT COUNCIL:

Wayne Fournier, Mayor
City of Tenino

Michael F. Cade, Executive Director
Thurston Economic Development Council

ATTEST:

APPROVED AS TO FORM:

John C. Millard
Clerk/Treasurer

Richard L. Hughes
City Attorney

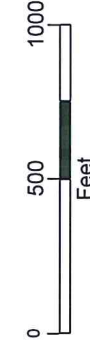
EXHIBIT "A"

Interlocal Lease Agreement
Between the City of Tenino and
The Thurston Economic
Development Council

16402 Old Hwy 99 SE

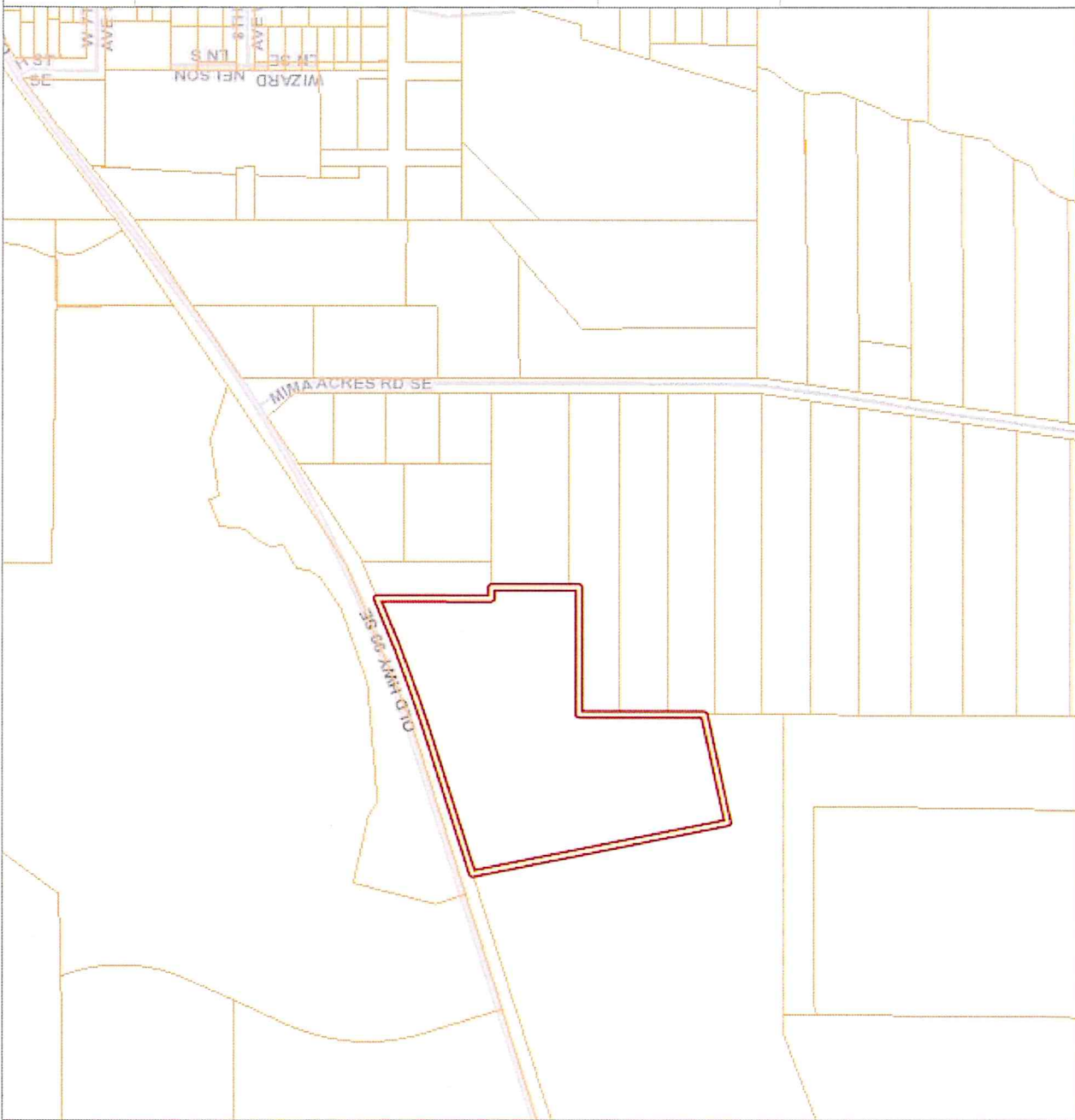
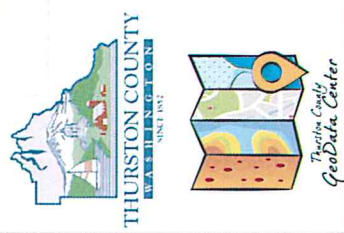
Legend

- Parcel Boundaries
- Roads - Major (Large Scale)
- Roads - Minor (<all other values>)
- Roads - Major (<all other values>)
- Roads - Major (Large Scale)
- Roads
- Railroads
- County Border
- Olympia Municipal
- Water Bodies (River - Small Scale)
- Water Bodies (Other)
- Parks
- Cities
- Capital Forest
- County Background
- Roads - Major (<all other values>)
- Roads - Major (Large Scale)
- Roads - Major (Large Scale)
- Roads
- Railroads
- County Border
- Olympia Municipal
- Water Bodies (River - Small Scale)
- Water Bodies (Other)
- Parks



Map Created Using GeoData Public Website
Published: 12/1/2018

Note: Exhibit A to Interlocal Lease Agreement between the City of Tenino and the Thurston Economic Development Council



The information included on this map has been compiled by Thurston County staff from a variety of sources and is subject to change without notice. Additional elements may be present in reality that are not represented on the map. Ortho-photos and other data may not align. The boundaries depicted by these datasets are approximate. This document is not intended for use as a survey product. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. Thurston County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. In no event shall Thurston County be liable for direct, indirect, incidental, consequential, special, or tort damages of any kind, including, but not limited to, lost revenues or lost profits, real or anticipated, resulting from the use, misuse or reliance of the information contained on this map. If any portion of this map or disclaimer is missing or altered, Thurston County removes itself from all responsibility from the map and the data contained within. The burden for determining fitness for use lies entirely with the user and the user is solely responsible for understanding the accuracy limitation of the information contained in this map. Authorized for 3rd Party reproduction for personal use only.

EXHIBIT "B"
Interlocal Lease Agreement
Between the City of Tenino and
The Thurston Economic
Development Council

City of Tenino Wastewater Treatment Plant (WWTP)
Mitigation Plan and Prairie Conservation Agreement

Overview of the Project:

The City of Tenino currently does not have a municipal treatment facility and wastewater is treated with individual septic tanks and drain fields. The City is proposing to construct a new WWTP to address groundwater contamination caused by failing septic systems.

Seven potential sites were considered but only one site, located approximately 0.7 miles west of town on Old Highway 99 (T16N, R2W, Section 25, Willamette Meridian), meets all of the requirements. Because the City is too far from a suitable surface water discharge area, the new WWTP will use the membrane bioreactor treatment process and infiltration.

The selected site is within Rock Prairie (approx. 1,048-acres), one of the few remaining native Puget lowland prairies. Approximately 1/3 of Rock Prairie (about 330 acres) is still in a native prairie condition (no development or grazing and dominated by native species). The Nature Conservancy estimates that less than 10 percent of the historic prairies remain in Puget Sound and fewer than 3 percent are dominated by native species. The Puget lowland prairies provide habitat for several state-listed, federally listed, and federal candidate species, as well as prairie-associated species of concern, including the mardon skipper (*Polites mardon*), Taylor's checkerspot (*Euphydryas editha taylori*), Puget blue (*Plebejus icarioides blackmorei*), valley silverspot (*Speyeria zerene bremmerii*), white-topped aster (*Sericocarpus rigidus*), golden paintbrush (*Castilleja levisecta*), Oregon white oak (*Quercus garryana*), mazama pocket gopher (*Thomomys mazama*), streaked horned lark (*Eremophila alpestris strigata*), and the western grey squirrel (*Sciurus griseus*). All but three of these species (golden paintbrush, western grey squirrel, and the streaked horned lark) have been documented in Rock Prairie. The latter three species are present in adjacent prairies or occurred historically in the area.

Construction of the facility will result in the loss of approximately 4.0 acres of native outwash prairie. County regulations state that all construction proposals must comply with Chapter 17.15 (Thurston County Critical Areas Ordinance) as well as state and federal regulations. This mitigation plan was developed to compensate for the proposed impacts to critical areas (native outwash prairie) and loss of habitat for state listed and federal candidate species.

Development of the Mitigation Plan:

A site visit was conducted to the property on May 17, 2007. Attendees included Mike Marshall (Project manager, Gibbs & Olson, Inc.), Dan Carnrite (planner, City of Tenino), Kenneth Jones (Mayor, City of Tenino), Joyce Bielefeld (City of Tenino), Kathleen Clayton (City of Tenino), Mara McGrath (Ecological Land Services, Inc), Janice Roderick (USDA Rural Development), Bruce Whittle (USDA Rural Development), Mike Shuh and Jerry Trudeau (Miles Sand and Gravel), Eric Delvin (The Nature Conservancy -

TNC), Patrick Dunn (TNC), and Martha Jensen (U.S. Fish and Wildlife Service - USFWS).

The project manager discussed the history of the proposed action, timeline for construction, and funding limitations. The USFWS then inquired about the adequacy of surveys for listed and candidate species and the effects determination for listed species under Section 7(a)2 of the Endangered Species Act. Patrick Dunn from the TNC gave a brief presentation on prairie ecosystems and loss of these habitats in Puget Sound from development. The discussion then shifted to control of Scott's broom (*Cytisus scoparius*) and other invasive species on the portion of the property that is outside of the footprint of the WWTP (16 acres). It was noted that mechanical control was working well on the adjacent Miles Sand and Gravel and Colvin Ranch properties. The TNC offered technical assistance on appropriate vegetation management to maintain a healthy native prairie community and will work with the City on the development of a long-term vegetation management plan. Although the TNC has funds to purchase and protect native prairie habitat, this funding cannot be used to pay for project-specific mitigation.

There was also agreement on the City's idea of including an interpretive display and extension of the Chehalis bicycle trail to the site. There is currently no funding for the trail extension and the interpretive/recreational opportunities will be handled as a separate project.

The new WWTP will be constructed in the northeastern corner of the property. This location avoids most of the current aster populations and the grove of Oregon white oak and reduces the overall impact to prairie habitat on the parcel. Although the City is committed to the long-term vegetation management strategy, they were reluctant to place the entire undeveloped portion of the 20-acre parcel into a conservation easement or permanent set-aside because they want to keep their options open. This raised the issue that mitigation must ensure protection in perpetuity. Discussions then shifted to the amount of set-aside that would be needed to compensate for the loss of habitat now and in the future (future actions will require additional environmental analysis and mitigation).

The options that were discussed included a combination of some amount of permanent set-aside on the City property, purchase of additional property for a conservation easement, and long-term vegetation management on the parcel. The City and resource agencies were tasked with developing a mitigation plan that provides adequate compensation for the permanent environmental impacts associated with the project and contacting TNC and adjacent landowners to see if more property could be purchased.

Mike Marshall and Kenneth Jones presented a revised mitigation plan (Figure 1) to Michelle Tirhi (Washington Department of Fish and Wildlife), Janice Roderick, and Martha Jensen at a meeting at Rural Development office in Olympia on June 6, 2007.

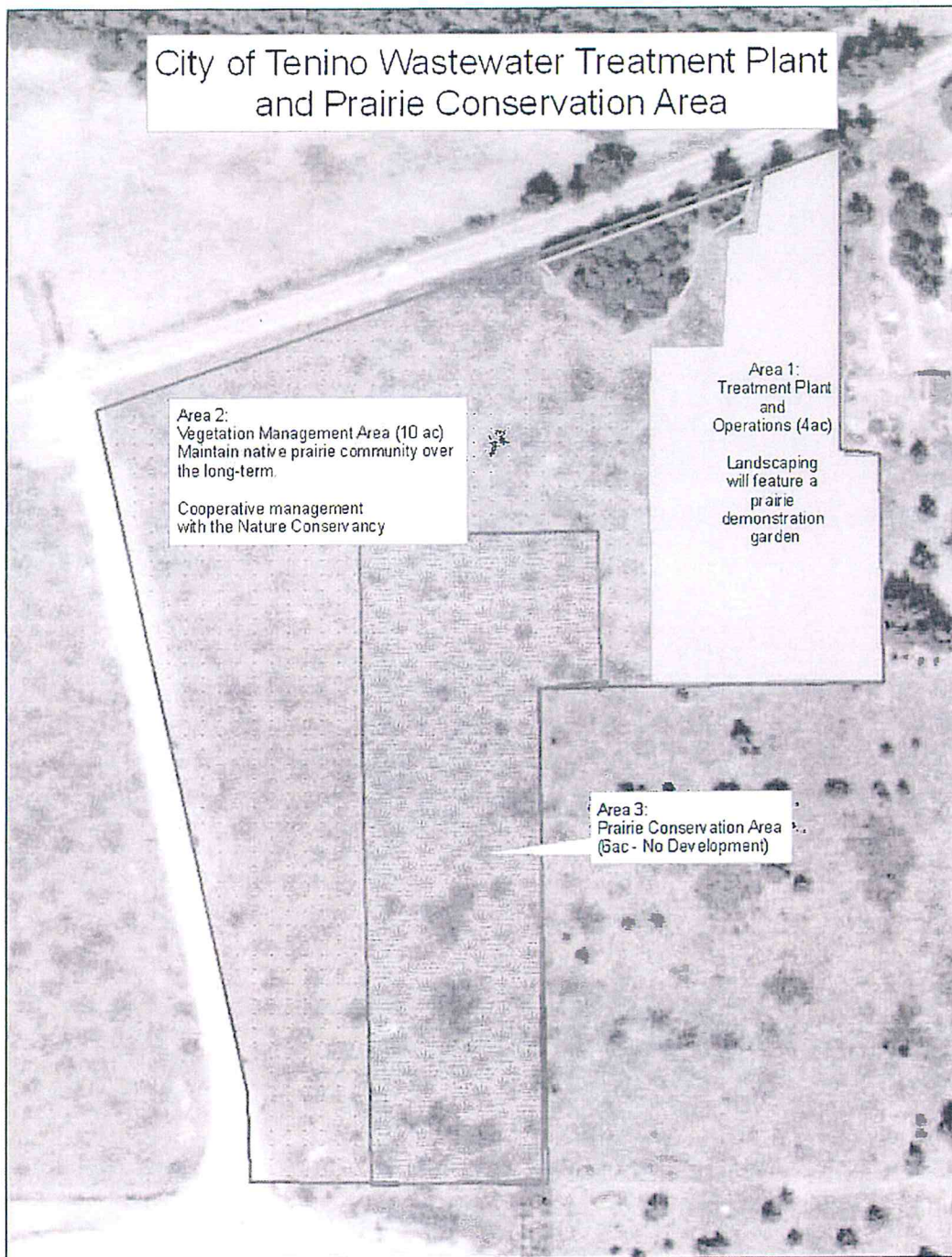


Figure 1: Mitigation plan for the City of Tenino’s wastewater treatment plant

The primary elements of the revised mitigation plan are:

Area 1 – Wastewater Treatment Plant (4 Acres)

This area will be developed and includes the treatment plant, lab and administrative buildings, infiltration and sludge storage basins, stormwater basins and filtration swales, access road and parking. For security reasons, the WWTP facility will be fenced and closed to the public during non-business hours.

The new treatment plant is designed to accommodate the projected growth in the Tenino service area through 2026 and will handle a daily peak flow of 0.38 million gallons per day. The advanced MBR treatment and rapid infiltration system will improve water quality in the aquifer by eliminating existing septic systems. Reclaimed water will be treated to reduce nitrogen levels and assure protection of the groundwater. The City will subcontract removal and utilization of the biosolids. The wastewater collection and transport system will be located within the developed right-of-ways in town and along Old highway 99 that crosses Scatter Creek, just east of the project site.

The current service area is approximately 800 residences. If expansion of the facility is needed to accommodate growth beyond 2026, facility upgrades would occur adjacent to the existing plant (in the NE corner of the property) and will not impact the oak grove or prairie habitat between the conservation area (Area 3) and the Miles Sand and Gravel access road.

Area 2 – Vegetation Management Area (10 Acres)

To mitigate for the permanent loss of habitat and impacts to critical areas, the City has agreed to remove and control the spread of invasive woody vegetation and maintain a native prairie community for as long as the site remains undeveloped. Landscaping around the WWTP will showcase a prairie demonstration garden for environmental education.

Measures to control invasive species that were discussed at the site visit include burning, mowing, application of herbicides, and/or hand pulling. The details of the vegetation plan will be worked out with TNC, but should follow these general guidelines (listed in order of priority):

1. Mechanical treatment – should be conducted before prairie forbs emerge and butterflies lay their eggs (late winter/early spring). Mechanical treatment is used primarily to remove woody vegetation and shrubs;
2. Chemical – hand or backpack application of herbicides to treat specific noxious weeds and invasives. Herbicides should be used during the active growing season (spring/summer) when treatment is most effective and the native prairie plants can be readily identified and avoided;
3. Fire – Burning can be effective, if conducted under the right conditions. However, this method of control requires skill and qualified crews and should

only be used if mechanical and chemical treatment options are not available. No more than 25 percent of the area should be burned in a given season.

It should be noted that any future development on this site will require a separate SEPA review, additional mitigation for impacts to prairies and habitat for state and federal species of concern. The City likely will need to purchase additional property if they plan to expand their operations because the 20-acre parcel is small and may not provide adequate mitigation for future development.

Area 3 – Conservation Area (6 Acres)

This 6-acre site will be placed in a conservation status in perpetuity. No development will be permitted in this area and the vegetation will be managed the same as Area 2 to maintain a healthy native prairie community. The City may choose to designate the conservation area as a park as long as recreational use does not impact the area. If the City decides to sell some or all of the property in the future, the permanent 6-acre conservation area must be placed in a conservation easement or be transferred to an organization that will manage and/or protect the site as a prairie in perpetuity.

The 6-acre conservation set-aside by itself does not provide adequate mitigation for construction-related impacts. However, it was determined that conducting vegetation management on the entire undeveloped portion of the property (16 acres) provides adequate mitigation because it will ensure that the site will be maintained as quality prairie habitat over the long-term. A revised biological evaluation that includes implementation of the mitigation plan was issued on July 6, 2007.

The City recently completed a review of effects of constructing the WWTP under the State Environmental Policy Act (SEPA). Implementation of this mitigation plan is a binding condition of the Rural Development loan and the SEPA to address impacts to Puget lowland prairie habitat. The cooperating agencies will be notified if any revisions to the mitigation plan are proposed.

Reporting Requirements:

Annual reports on vegetation management actions should be sent to the resource agencies. The reporting requirements may be adjusted, depending on the treatment schedule, and can be included in the regular Parks Department for the City of Tenino or reporting requirements for the WWTP.


Reports should be sent to:

Martha Jensen
U.S. Fish and Wildlife Service
510 Desmond Dr. SE Office
Lacey, Washington 98503

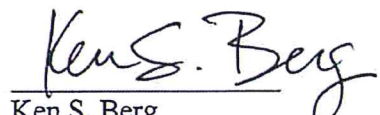
Michelle Tirhi
Washington Department of
Fish and Wildlife
1111 Washington St. SE
Olympia, Washington 98501

The Service has reviewed the City of Tenino's WWTP Mitigation Plan and determined that it meets the goals of "no net loss of in-kind habitat value" for resource category 2: areas with high habitat value that are scarce or becoming scarce in the region (40 CFR 1508.20). The long-term vegetation management and conservation set aside meets the objectives outlined in the Recovery Plan for the Golden Paintbrush of maintaining suitable habitat in areas where the species historically occurred (USDI 2000). Finally, maintaining the site as quality native prairie habitat into the future may help to preclude the need for listing of several federal candidate species.

We commend the City of Tenino for their efforts to protect both water quality and prairie habitat and recommend that you continue to coordinate with the TNC and resource agencies to secure additional opportunities and funding for prairie protection in the future.


Kenneth A. Jones
Mayor, City of Tenino

12-11-07
Date


Ken S. Berg
Manager, Western Washington
Fish and Wildlife Office
U.S. Fish and Wildlife Service

11 December 2007
Date

Contact Information for Site Management:

Eric Delvin, Area Biologist, The Nature Conservancy
Tel: (360) 280-2460 e-mail: edelvin@tnc.org

Martha Jensen, Fish and Wildlife Biologist, US Fish and Wildlife Service
Tel: (360) 753-9000 e-mail: martha_l_jensen@fws.gov

Dave Dafoe, Public Works Director
Tel: (360) 264-2368 e-mail: teninocityhall@comcast.net

Janice Roderick, State Environmental Coordinator, USDA Rural Development
Tel: (360) 704-7739 e-mail: Janice.roderick@wa.usda.gov

Michelle Tirhi, Area Biologist, Washington Department of Fish and Wildlife
Tel: (253) 813-8906 e-mail: tirhimjt@dfw.wa.gov

Literature References

U.S. Fish and Wildlife Service. 2000. Recovery Plan for the Golden Paintbrush.
U.S. Fish and Wildlife Service, Portland, Oregon. 51 pp.

United States Department of Interior. 1981. U.S. Fish and Wildlife Service Mitigation
Policy. January 23, 1981. Federal Register 46(15):7644-7663.

City Council Meeting
Tuesday, November 27, 2018

Minutes

WORK SESSION

1. The RMSA Board of Directors recently adopted a revised set of Required Member Standards, including the adoption of one new Required Standard.

"Required Standards" are mandatory. An RMSA member's failure to comply with Required Member Standards will result in a deductible, applicable to the claim costs resulting from that member's non-compliance with the Standard, to include defense, investigative, and settlement costs.

Many of these standards can be met through the use of on-line resources, such as RMSA-U, free of cost to the City.

This item was delayed until the arrival of Mr. Dan Fisher from the Tenino Independent.

The ceremonial "swearing in" occurred at the outset of the Business Meeting.

2. Mayor Wayne Fournier will administer the Oath of Office for our newest Reserve Police Officer, Samantha Garcia.
3. Chief Swain would like to re-invigorate the City's participation in Special Emphasis patrols that result in reimbursements to the City from the Washington State Patrol.

Chief Swain explained his vision for the City's participation in the 2019 program.

4. In an effort to better meet the needs of Tenino's citizens, the Administration approached the TRPC with a proposal to bifurcate the City's Planning Services Contract into a Long-Term portion, and a Short-Term portion. The proposal was to keep TRPC as the City's provider of long-term planning services and seek the services of separate provider for short-term services. This action is completely independent of the City's status as a dues-paying member of the TRPC; whatever the result of this action, the City shall remain a dues-paying member of the TRPC.

After due consideration, Executive Director Marc Daily made the decision that bifurcating the provision of planning services would not be in the best interests of either the City or the TRPC. Given the challenges our two agencies have been having in recent months regarding the direction the City is wanting to move relative to planning under the State's Growth Management Act, Mayor Fournier agreed and directed C/T Millard to prepare a Request for Proposal for Planning Services, which was sent to three providers listed on the City's Consultant Roster as maintained by MRSC Rosters.

Two of the three potential providers elected to provide a proposal: Local Planning Solutions (Olympia, WA) and SCJ Alliance (Lacey, WA) are the two firms who are competing for our business.

Mayor Fournier and C/T Millard explained the rationale for a change in Municipal Planning Service provider.

5. Councilmember Susan Copeland has tendered her resignation to become effective following the December 11, 2018 Regular Meeting of the Tenino City Council.

While absent tonight, Councilmember Copeland will be present next meeting and will be appropriately recognized.

Her resignation is due to the conflicts with her new job responsibilities.

CALL TO ORDER

Mayor Fournier called the Meeting to order at 7:30 pm.

AGENDA APPROVAL

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

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan

APPROVAL OF MINUTES

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

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan

6. Minutes from the November 13, 2018, Regular Meeting.

CONSENT CALENDAR

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

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan

7. Vouchers for the period 14-27 November, 2018.

8. None.

EXECUTIVE SESSION - None

PRESENTATIONS

PUBLIC COMMENTS

9. The "Public Comments" portion of the Business Meeting, while specifically designed to afford any interested person the opportunity to notify the City Council regarding any issues or concerns particular to the individual making the comments, it is also the opportunity for such persons to indicate their approval or disapproval of any Council action, City Policy, City employee, or to just comment about any particular interest the person may have. Such remarks are limited to three (3) minutes.

Please note that the Public Comment Period is NOT intended, nor does the City allow it to be used, as a forum for discussion between the person making the comments and the Council or any one particular person on the Council. The Council will NOT take any "action" (as that term is defined by RCW 42.30, *et seq*). The Council may, as a result of Public Comments made, direct Staff to research the issue for action at a future meeting. Persons desiring to present an issue for resolution must raise that issue with a member of Council, the Mayor, or the City Clerk at least five calendar days prior to a regularly scheduled meeting of the City Council.

PUBLIC HEARING

10. 2nd Public Hearing on the 2019 Budget.

No public comment received.

C/T Millard answered questions from Council; no issues.

PROCLAMATIONS

OLD BUSINESS

11. As discussed during the budget hearings, the Administration requests authority to enter into an agreement with LEXIPOL to provide education, training, and administrative support to the Tenino Police Department. The stated cost of the proposed agreement is \$7075 per annum, but the RMSA will reimburse up to half of those costs in the name of risk reduction.

Council approved Mayor Fournier entering the service agreement with LEXIPOL.

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

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan

NEW BUSINESS

12. Proposed Ordinance 895 would amend the 2018 budget in order to zero-balance the 2018 budget in preparation for establishment of the 2019 budget.

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

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan

13. Proposed Ordinance 894 would adopt the 2019 Budget.

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

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan

14. The Administration, having just received two proposals, must score each proposal on its merits and the winning proposal shall be the proposal scoring the highest. In the event of a tie, Mayor Fournier may avail himself of any of the options as published in the RFP to resolve the tie.

The Administration is, therefore, seeking authority to enter into an appropriate agreement with the winning Proposer in an amount not to exceed \$29,000.00 per annum for an initial period of three years.

Such an agreement must be negotiated and, as always, we will have the City Attorney review the agreement and would not enter the agreement until his approval has been obtained.

Council declined not to vote without a copy of an agreement in front of them.

RESOLUTIONS

ORDINANCES

REPORTS

15. Library

Fire District

Museum

16. Chief of Police

Director of Public Works

City Planner

City Attorney

Clerk/Treasurer

Mayor

17. Civil Service Commission

Park Commission

Planning Commission

Finance Committee

Public Safety Committee

Facade Improvement Grant Review (FIGR) Committee

18. Bucoda/Tenino Healthy Action Team (BTHAT)

Community Investment Partnership (CIP)

Solid Waste Advisory Board

TCOMM-911

Tenino School Board

Thurston Regional Planning Council (TRPC)

Transportation Policy Board

PUBLIC COMMENTS 2

19. The "Public Comments" portion of the Business Meeting, while specifically designed to afford any interested person the opportunity to notify the City Council regarding any issues or concerns particular to the individual making the comments, it is also the opportunity for such persons to indicate their approval or disapproval of any Council action, City Policy, City employee, or to just comment about any particular interest the person may have. Such remarks are limited to three (3) minutes.

Please note that the Public Comment Period is NOT intended, nor does the City allow it to be used, as a forum for discussion between the person making the comments and the Council or any one particular person on the Council. The Council will NOT take any "action" (as that term is defined by RCW 42.30, *et seq*). The Council may, as a result of Public Comments made, direct Staff to research the issue for action at a future meeting. Persons desiring to present an issue for resolution must raise that issue with a member of Council, the Mayor, or the City Clerk at least five calendar days prior to a regularly scheduled meeting of the City Council.

ADJOURNMENT

EnterTextHere

**Consent Calendar consisting of November 28,
2018 through December 11, 2018:**

- **Payroll EFT's in the amount of \$54,790.49 and**
- **Claims Checks #27791 through #27841 in the
amount of \$65,065.02**

for a grand total of \$119,855.51

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

Tenino Short Stop

Stone City Brewing

Tenino 76 Food Mart

CHECK REGISTER

City Of Tenino
MCAG #: 0757

11/28/2018 To: 12/11/2018

Time: 11:59:41 Date: 12/11/2018

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3113	12/11/2018	Claims	5	27812	Tenino Marketfresh	304.39	
3114	12/11/2018	Claims	5	27813	Tenino Telephone Co	1,014.93	
3115	12/11/2018	Claims	5	27814	City Of Tenino	1,285.16	
3116	12/11/2018	Claims	5	27815	Thurston Co Sheriff	546.66	
3117	12/11/2018	Claims	5	27816	Thurston Co Treasurer	44.95	
3118	12/11/2018	Claims	5	27817	Thurston Economic Development Council	1,400.00	
3119	12/11/2018	Claims	5	27818	Thurston-Mason Behavior Health Org	21.53	
3120	12/11/2018	Claims	5	27819	Utilities Underground Location	4.62	
3121	12/11/2018	Claims	5	27820	Voyager Fleet System	2,101.81	
3122	12/11/2018	Claims	5	27821	WA State Treasurer	2,382.35	
3123	12/11/2018	Claims	5	27822	Wilson Parts Corporation	102.77	
3129	12/11/2018	Claims	5	27823	Ategan Technologies, LLC	815.25	
3130	12/11/2018	Claims	5	27824	Axon Enterprise Inc	772.55	
3131	12/11/2018	Claims	5	27825	Corporate Payment Systems	1,460.02	
3132	12/11/2018	Claims	5	27826	DPI Legal & Classified Publishing	25.05	
3133	12/11/2018	Claims	5	27827	Dept of Labor & Industries	170.50	
3134	12/11/2018	Claims	5	27828	Dragon Analytical Laboratory	236.00	
3135	12/11/2018	Claims	5	27829	H D Fowler Co	854.57	
3136	12/11/2018	Claims	5	27830	Joes Refuse	899.00	
3137	12/11/2018	Claims	5	27831	Miles Sand And Gravel Company	382.44	
3138	12/11/2018	Claims	5	27832	Northwest Playground Equipment Inc	1,490.40	
3139	12/11/2018	Claims	5	27833	Pitney Bowes Global Financial Svcs	143.51	
3140	12/11/2018	Claims	5	27834	Puget Sound Energy	97.05	
3141	12/11/2018	Claims	5	27835	TRPC	517.28	
3142	12/11/2018	Claims	5	27836	Take Aim	7.55	
3143	12/11/2018	Claims	5	27837	Thurston Co Child Care Council	65.00	
3144	12/11/2018	Claims	5	27838	Thurston Co Sheriff	138.78	
3145	12/11/2018	Claims	5	27839	Thurston County Central Services Dept	86.32	
3146	12/11/2018	Claims	5	27840	Verizon Wireless (Cell)	750.73	
3147	12/11/2018	Claims	5	27841	Wilson Parts Corporation	155.40	

001 General Government Fund #001	54,522.76
002 Quarry Pool Fund #002	173.14
101 City Street Fund #101	6,403.27
310 Municipal Capital Imp Fund 310	26,607.04
401 Water Fund	8,701.03
402 Water Capital Imp Fund	225.34
410 Sewer Fund	15,189.18
601 SWWAIP Trust Fund	8,033.75

	Claims:	65,065.02
119,855.51	Payroll:	54,790.49

CHECK REGISTER

City Of Tenino
MCAG #: 0757

11/28/2018 To: 12/11/2018

Time: 11:59:41 Date: 12/11/2018

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3030	12/05/2018	Payroll	5	EFT	Bennett H Barnes	400.10	
3031	12/05/2018	Payroll	5	EFT	Susan Copeland	69.26	
3032	12/05/2018	Payroll	5	EFT	Judith Cryderman	461.75	
3033	12/05/2018	Payroll	5	EFT	Wayne R Fournier	554.10	
3034	12/05/2018	Payroll	5	EFT	Linda Gotovac	69.26	
3035	12/05/2018	Payroll	5	EFT	Craig S Klumper	3,979.07	
3036	12/05/2018	Payroll	5	EFT	Jason A Lawton	69.26	
3037	12/05/2018	Payroll	5	EFT	John J O'Callahan	1,197.69	
3038	12/05/2018	Payroll	5	EFT	David A Watterson	69.26	
3039	12/05/2018	Payroll	5	EFT	Jonathan H White	3,096.60	
3040	12/05/2018	Payroll	5	EFT	Tyler J Baker	1,699.33	
3041	12/05/2018	Payroll	5	EFT	Veronica A Barnes	1,417.72	
3042	12/05/2018	Payroll	5	EFT	Jack W Burnham	773.75	
3043	12/05/2018	Payroll	5	EFT	Troy LK Cannon	1,753.69	
3044	12/05/2018	Payroll	5	EFT	Brent L Gibbs	1,331.80	
3045	12/05/2018	Payroll	5	EFT	John C Millard	1,723.38	
3046	12/05/2018	Payroll	5	EFT	Denise C Nelson	1,431.80	
3047	12/05/2018	Payroll	5	EFT	Jason M Plaja	2,124.17	
3048	12/05/2018	Payroll	5	EFT	Maria Rodriguez	1,192.65	
3049	12/05/2018	Payroll	5	EFT	Seth D Sharp	1,982.42	
3050	12/05/2018	Payroll	5	EFT	Robert Swain	1,717.77	
3051	12/05/2018	Payroll	5	EFT	Timberland Bank	8,715.52	941 Deposit for Pay Cycle(s) 12/05/2018 - 12/05/2018
3067	12/05/2018	Payroll	5	EFT	AWC Benefits Trust	8,824.05	Pay Cycle(s) 11/20/2018 To 12/05/2018 - AWC Disability; Pay Cycle(s) 11/20/2018 To 12/05/2018 - AWC
3068	12/05/2018	Payroll	5	EFT	Dept Retirement Systems	200.00	Pay Cycle(s) 11/20/2018 To 12/05/2018 - Deffered Comp
3069	12/05/2018	Payroll	5	EFT	Dept Retirement Systems	9,936.09	Pay Cycle(s) 11/20/2018 To 12/05/2018 - LEOFF II; Pay Cycle(s) 11/20/2018 To 12/05/2018 - PERS II
3027	11/30/2018	Claims	5	27790	SCJ Alliance	6,633.75	
3092	12/11/2018	Claims	5	27791	AmeriSafe	221.20	
3093	12/11/2018	Claims	5	27792	DPI Legal & Classified Publishing	29.23	
3094	12/11/2018	Claims	5	27793	James & Crystal Deoskey	75.00	
3095	12/11/2018	Claims	5	27794	Dept of Labor & Industries	23.30	
3096	12/11/2018	Claims	5	27795	Dragon Analytical Laboratory	2,014.00	
3097	12/11/2018	Claims	5	27796	H D Fowler Co	292.58	
3098	12/11/2018	Claims	5	27797	Hillier, Scheibmeir & Kelly, PS	1,195.70	
3099	12/11/2018	Claims	5	27798	Industrial Chem Labs	263.81	
3100	12/11/2018	Claims	5	27799	Stephen M. Langer, PH.D., P.S.	400.00	
3101	12/11/2018	Claims	5	27800	Law Office of Richard L. Hughes PLLC	2,975.00	
3102	12/11/2018	Claims	5	27801	Lenkerbrook Stoneworks, LLC	21,003.97	
3103	12/11/2018	Claims	5	27802	Lewis County Chemical	194.16	
3104	12/11/2018	Claims	5	27803	Lincoln Creek Lumber	212.06	
3105	12/11/2018	Claims	5	27804	Mountain Mist Water	31.97	
3106	12/11/2018	Claims	5	27805	Northstar Chemical, Inc	672.01	
3107	12/11/2018	Claims	5	27806	Northwest Playground Equipment Inc	3,887.61	
3108	12/11/2018	Claims	5	27807	Pitney Bowes	890.58	
3109	12/11/2018	Claims	5	27808	Puget Sound Energy	5,171.94	
3110	12/11/2018	Claims	5	27809	Rochester Lumber	188.27	
3111	12/11/2018	Claims	5	27810	Rosen Supply Co	337.31	
3112	12/11/2018	Claims	5	27811	Tony Story	75.00	

CO91080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD
LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20190331

DATE: 12/06/2018

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. SMASTIK LLC	TENINO SHORT STOP 319 WICHMAN ST S TENINO WA 98589 9332	362006	GROCERY STORE - BEER/WINE
2. STONE CITY BREWING LLC	STONE CITY BREWING 124 PARK AVE E TENINO WA 98589 9357	425628	MICROBREWERY
3. R.A.P. CORP.	TENINO 76 FOOD MART 397 SUSSEX ST W TENINO WA 98598 0000	368396	GROCERY STORE - BEER/WINE

**BY THE CITY OF TENINO
- A PROCLAMATION -
IN APPRECIATION OF COUNCILMEMBER SUSAN COPELAND**

WHEREAS, Councilmember Susan Copeland was elected to the office of Councilmember for Position Number 5 in November of 2015 and has served faithfully and effectively ever since; and

WHEREAS, Councilmember Copeland served her entire tenure while concurrently serving as the Tenino School District Liaison; and

WHEREAS, Councilmember Copeland also concurrently served as a member of the Public Safety Committee; and

WHEREAS, Councilmember Copeland served as an advocate for effective and efficient stewardship for the City Park; and

WHEREAS, Councilmember Copeland's vision and clarity of thought added immeasurably to the efforts of the City Council and resulted in the first ever "Shared Vision" document; and

WHEREAS, the Mayor and City Council wish to recognize both the individual and collective efforts of Councilmember Copeland to the successes enjoyed by the City during her tenure as City Councilmember.

NOW, THEREFORE, we, the Mayor and Council of the City of Tenino Washington do hereby Proclaim the appreciation of The City for the efforts of Councilmember Susan Copeland during her tenure as City Councilmember, Position #5.

Signed in the City of Tenino, Washington, this 11th day of December, 2018.

Wayne Fournier, Mayor

Linda K. Gotovac, Council Member

David A. Watterson, Council Member

John O'Callahan, Council Member

Jason Lawton, Council Member

Thank you, Councilmember Susan Copeland, for your years of service as a member of the Tenino Park Commission and the Tenino City Council. Your connections to the community, your compassion, professionalism and patient ear were integral in helping move Tenino to the place it is now, you have helped usher in an era of trust and respect among Tenino's elected officials. We are all proud of you and your professional accomplishments with the State of Washington and respect the difficult decision you've made. The doors of City Hall will always remain open and if you get the itch to rejoin City Service please do not hesitate.

Sorry that I could not make it tonight!
Thank you again, for everything you've done

Wayne Fournier
Mayor, City of Tenino

RECEIVED

DEC 04 2018

CITY OF TENINO

November 30, 2018

Tenino City Council
P.O. Box 4019
Tenino, WA 98589

City of Tenino

Dear City Council Members,

This is to appeal \$25 fine assessed to my Utilities account number 1398 for service address 169 Sussex Ave. West.

I am the owner of this property.

I received a Utility billing Statement dated 11/1/2018 for \$673.89, including past due amount \$345.55. Due date on this statement was 11/30/18.

To avoid late fee and maintain my excellent credit, I paid this total-\$673.89- in full on 11/16/18, 2 days after it was received.

Subsequently I received a Past Due statement for the \$370.55 including \$25 late fee, due date 11/21, although \$345.55 total was already paid 11/16.


You will see that due to my payments and efforts to keep this account current, I now have an overpayment credit of \$691.10.

It is obvious I should not be assessed \$25.00 at this time. Please remove this penalty from my account and develop a reasonable system for customer complaints and remedy. An automatic payment system for your costumers would help timely remittance.

I have enclosed copies of these convoluted billings. The Billing Statement dated 11/01 has been taped together after I tore and stomped on it in frustration after my first phone call to your office.

Thanks to John for providing more correct complaint advice.

Sincerely,


Naomi Obie, Obie Rentals
6039 Hogan Drive SE
Olympia, WA 98513

City Of Tenino
PO Box 4019
Tenino, WA 98589
360-264-2368

Notice Date: 11/14/2018 Past Due: 345.55
Due Date: 11/21/2018 Fee: 25.00
296 SUSSEX AVE W Due: 370.55

Ed Obie
6039 Hogan Dr SE
Olympia, WA 98513

Account: 1398

Your account is PAST DUE. If complete payment is not received ON OR BEFORE 1:00 PM 11/21/18 your service will be disconnected for non-payment and a fee of \$40.00 will be charged. You may pay your bill online by going to www.ci.tenino.wa.us and select "pay my bill". In order to insure payment on time be sure to make your payment at least 36 hours before the due date. Please call if you have any questions (360) 264-2368.

*PD -
get reimbursed
for 58.5 fee*

*Creed
691, 10*

UTILITY ACCOUNT HISTORY

City Of Tenino
MCAG #: 0757

Time: 10:37:31 Date: 12/04/2018
Page: 1

Ed Obie Acct #: 1398 Tap #: 300050.20

10/31/2017 To: 12/04/2018

296 SUSSEX AVE W

	Current	Previous	Water Usage	Sewer Usage	electric Usage	Demand	Chg/Pymt	Balance
10/31/2017 Bill	279680	278430	1250			0	308.11	308.11
11/21/2017 Payment 48699702						0	-308.11	0.00
12/01/2017 Bill	280870	279680	1190			0	304.66	304.66
12/28/2017 Payment 58730812						0	-304.66	0.00
01/01/2018 Bill	282020	280870	1150			0	304.66	304.66
01/23/2018 Payment 65968726						0	-304.66	0.00
02/01/2018 Bill	283270	282020	1250			0	324.90	324.90
02/21/2018 Payment 74913167						0	-324.90	0.00
03/01/2018 Bill	284570	283270	1300			0	324.90	324.90
03/20/2018 Payment 83435995						0	-324.90	0.00
04/01/2018 Bill	285990	284570	1420			0	331.79	331.79
04/20/2018 Payment 91996495						0	-331.79	0.00
05/01/2018 Bill	287110	285990	1120			0	321.46	321.46
05/22/2018 Payment 652079						0	-321.46	0.00
06/01/2018 Bill	288460	287110	1350			0	328.34	328.34
06/22/2018 Payment 10129219						0	-328.34	0.00
07/01/2018 Bill	289740	288460	1280			0	324.90	324.90
07/24/2018 Payment 18779772						0	-324.90	0.00
08/01/2018 Bill	290810	289740	1070			0	318.01	318.01
09/01/2018 Bill	292740	290810	1930			0	349.00	667.01
09/12/2018 Bill				*		0	25.00	692.01
09/19/2018 Payment						0	-692.01	0.00
10/01/2018 Bill	294640	292740	1900			0	345.55	345.55
11/01/2018 Bill	296010	294640	1370			0	328.34	673.89
11/14/2018 Bill				*		0	25.00	698.89
11/16/2018 Payment 56856438						0	-673.89	25.00
11/20/2018 Payment 57843660						0	-345.55	-320.55
11/27/2018 Payment 58715129						0	-370.55	-691.10
12/01/2018 Bill	297494	296010	1484			0	331.79	-359.31

Billing Periods 14 Billed Amt: 4,546.41 Ave 324.74

UTILITY ACCOUNT HISTORY

City Of Tenino
MCAG #: 0757

01/01/2001 To: 12/05/2018

Time: 14:17:11 Date: 12/05/2018
Page: 6

Ron White Acct #: 1684 Tap #: 409600.10

1424 OLD MILITARY RD			Current	Previous	Water Usage	Sewer Usage	Electric Usage	Demand	Chg/Pymt	Balance
09/30/2015	Bill	Billing	126496	126241	255			0	135.08	135.16
10/06/2015	Payment	116103158						0	-135.00	0.16
10/31/2015	Bill	Billing	126709	126496	213			0	135.08	135.24
11/10/2015	Payment	117232891						0	-135.00	0.24
11/30/2015	Bill	Billing	126990	126709	281			0	135.08	135.32
12/15/2015	Payment	118596944						0	-136.00	-0.68
12/31/2015	Bill	Billing	127259	126990	269			0	147.12	146.44
01/12/2016	Payment	119565177						0	-136.00	10.44
01/20/2016	Payment	119813723						0	-12.00	-1.56
01/31/2016	Bill	Billing	127723	127259	464			0	147.12	145.56
02/17/2016	Payment	120821191						0	-146.00	-0.44
02/29/2016	Bill	Billing	128152	127723	429			0	147.12	146.68
03/11/2016	Payment	121749049						0	-147.00	-0.32
03/31/2016	Bill	Billing	128530	128152	378			0	147.12	146.80
04/19/2016	Payment	123057092						0	-147.00	-0.20
04/30/2016	Bill	Billing	128943	128530	413			0	147.12	146.92
05/24/2016	Payment	124326731						0	-148.00	-1.08
05/31/2016	Bill	Billing	129310	128943	367			0	147.12	146.04
06/21/2016	Payment	125211339						0	-150.00	-3.96
06/30/2016	Bill	Billing	129684	129310	374			0	147.12	143.16
07/22/2016	Payment	126384589						0	-150.00	-6.84
07/31/2016	Bill	Billing	129963	129684	279			0	147.12	140.28
08/16/2016	Payment	127130572						0	-141.00	-0.72
08/31/2016	Bill	Billing	130299	129963	336			0	147.12	146.40
09/16/2016	Payment	128298082						0	-144.00	2.40
09/30/2016	Bill	Billing	130736	130299	437			0	147.12	149.52
10/21/2016	Payment	129470707						0	-149.52	0.00
10/31/2016	Bill	Billing	131056	130736	320			0	147.12	147.12
11/17/2016	Payment	130274825						0	-147.00	0.12
11/30/2016	Bill	Billing	131323	131056	267			0	147.12	147.24
12/16/2016	Payment	131316857						0	-147.24	0.00
12/31/2016	Bill	Billing	131626	131323	303			0	147.12	147.12
01/13/2017	Payment	132189643						0	-147.12	0.00
01/31/2017	Bill	Billing	131807	131626	181			0	147.12	147.12
02/28/2017	Bill	Billing	131941	131807	134			0	80.54	227.66
03/01/2017	Bill	Late Notice				*		0	25.00	252.66
03/29/2017	Bill	Late Notice				*		0	25.00	277.66
03/31/2017	Bill	Billing	132041	131941	100			0	80.54	358.20
04/30/2017	Bill	Billing	132165	132041	124			0	80.54	438.74
05/10/2017	Bill	Late Notice				*		0	25.00	463.74
05/31/2017	Bill	Billing	132256	132165	91			0	80.54	544.28
06/14/2017	Bill	Late Notice				*		0	25.00	569.28
06/30/2017	Bill	Billing	132370	132256	114			0	80.54	649.82

Last Payment

UTILITY ACCOUNT HISTORY

City Of Tenino
MCAG #: 0757

01/01/2001 To: 12/05/2018

Time: 14:17:11 Date: 12/05/2018
Page: 7

Ron White Acct #: 1684 Tap #: 409600.10

1424 OLD MILITARY RD			Current	Previous	Water Usage	Sewer Usage	Electric Usage	Demand	Chg/Pymt	Balance
07/12/2017	Bill	Late Notice				*		0	25.00	674.82
07/31/2017	Bill	Billing	132496	132370	126			0	80.54	755.36
08/11/2017	Bill	Late Notice				*		0	25.00	780.36
08/31/2017	Bill	Billing	132643	132496	147			0	80.54	860.90
09/13/2017	Bill	Late Notice				*		0	25.00	885.90
09/30/2017	Bill	Billing	132798	132643	155			0	80.54	966.44
10/11/2017	Bill	Late Notice				*		0	25.00	991.44
10/31/2017	Bill	Billing	132947	132798	149			0	80.54	1,071.98
11/15/2017	Bill	Late Notice				*		0	25.00	1,096.98
12/01/2017	Bill	Billing	133103	132947	156			0	80.54	1,177.52
12/13/2017	Bill	Late Notice				*		0	25.00	1,202.52
01/01/2018	Bill	Billing	133224	133103	121			0	80.54	1,283.06
01/11/2018	Bill	Late Notice				*		0	25.00	1,308.06
02/01/2018	Bill	Billing	133336	133224	112			0	82.82	1,390.88
02/14/2018	Bill	Late Notice				*		0	25.00	1,415.88
03/01/2018	Bill	Billing	133438	133336	102			0	82.82	1,498.70
03/14/2018	Bill	Late Notice				*		0	25.00	1,523.70
04/01/2018	Bill	Billing	133520	133438	82			0	82.82	1,606.52
04/11/2018	Bill	Late Notice				*		0	25.00	1,631.52
05/01/2018	Bill	Billing	133594	133520	74			0	82.82	1,714.34
05/11/2018	Bill	Late Notice				*		0	25.00	1,739.34
06/01/2018	Bill	Billing	133638	133594	44			0	82.82	1,822.16
06/13/2018	Bill	Late Notice				*		0	25.00	1,847.16
07/01/2018	Bill	Billing	133665	133638	27			0	82.82	1,929.98
07/11/2018	Bill	Late Notice				*		0	25.00	1,954.98
08/01/2018	Bill	Billing	133665	133665				0	82.82	2,037.80
08/14/2018	Bill	Late Notice				*		0	25.00	2,062.80
09/01/2018	Bill	Billing	133971	133665	306			0	82.82	2,145.62
09/12/2018	Bill	Late Notice				*		0	25.00	2,170.62
10/01/2018	Bill	Billing	135108	133971	1137			0	82.82	2,253.44
10/11/2018	Bill	Late Notice				*		0	25.00	2,278.44
11/01/2018	Bill	Billing	135337	135108	229			0	82.82	2,361.26
11/14/2018	Bill	Late Notice				*		0	25.00	2,386.26
12/01/2018	Bill	Billing	135518	135337	181			0	82.82	2,469.08

Billing Periods ** Billed Amt: 15,486.06 Ave 111.41



Cascades 3D Imaging

360-870-9914
lynziecalquhoun@gmail.com
www.cascades3d.com

Estimate 1013

ADDRESS City of Tenino 149 Hodgden St N Tenino, WA 98589 United States	DATE 11/07/2018	TOTAL \$400.00
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DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/07/2018	1000-1999 sq. ft.	Train Depot Museum	1	225.00	225.00
11/07/2018	0-1000 sq. ft.	Tickner School	1	175.00	175.00

TOTAL	\$400.00
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THANK YOU.

Accepted By

Accepted Date

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made this 11th day of December 2018, by and between the City of Tenino, a Washington Municipal corporation whose address is 149 Hodgden Street South, Tenino, Washington, 98589, hereinafter referred to as the "Lessor" or "City", and the Thurston Economic Development Council Center for Business & Innovation, a Washington non-profit corporation whose address is 4220 6th Avenue SE, Lacey, WA, 98503, hereinafter called "Lessee" (jointly, the "Parties".)

RECITALS:

WHEREAS, lessee's mission is to create a dynamic and sustainable economy that supports the values of the people who live and work in Thurston County; and

WHEREAS, the proposed agricultural business park will focus on food-related value-added manufacturing, processing, and packaging, expanding existing markets, developing new markets, and creating jobs and tax revenue for Thurston County, specifically for residents served by lessor; and

WHEREAS, lessee represents it has the legal and financial ability, and the expertise, to fulfill all of its obligations under this Agreement during its term.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto agree as follows:

1. PROPERTY, TERM, RENT.

- a. Property. Lessor hereby leases unto Lessee the property, hereinafter referred to as "Property," so much of that portion of the Tenino Wastewater Treatment Plant property located at 16402 Old Hwy 99 SE as depicted in Exhibit A attached hereto, made part hereof, and incorporated herein by reference. The Property, known and described more fully as Section 25 Township 16 Range 2W Quarter SW NE BLA06114384TC, less everything within the fenced area of the Wastewater Treatment Plant. Lessee agrees that lessor has made information available sufficient for lessee to determine whether the property is adequate for its purposes, including any information with respect to the environmental condition of the property.
- b. Term. To have and to hold the same for an initial term of 15 years beginning January 1, 2019, unless terminated earlier or extended pursuant to the terms of this Lease Agreement or otherwise as provided by law.
- c. After the initial 15 year term of this lease, the Parties will meet and evaluate progress of the Agricultural Park, and thereafter meet and evaluate progress in 5 year increments. Provided the Parties agree through their respective governing bodies that sufficient progress has been made in the immediately preceding lease increment, the

LEASE AGREEMENT

lease will automatically renew for additional 5-year increments. If the Parties do not agree that sufficient progress has been made in the immediately preceding lease increment, the lease will terminate at the end of the then current increment.

- d. Rent. Rent for this property shall be at and for a rental for the full term at the annual rate of \$10.00. Rent shall be received by the Lessor on or before the first working day of January in each year during the full term hereof subject to the limitations and conditions of sections 15 and 18 herein to the address as noted below.

2. USE OF PREMISES.

- a. Lessee agrees that the Property shall be used and occupied only as an agricultural park in a careful, safe and proper manner, and that it will pay on demand for any damage to the Property caused by the misuse of same by it, its sub-lessees, guests, invitees, agents, or employees.
- b. Lessee shall not use or permit the Property to be used for any purposes prohibited by the laws or regulations of the United States or the State of Washington, the ordinances of Thurston County or of the City of Tenino. Lessee has made an independent determination that there are no applicable laws or regulations that would prohibit or adversely affect use of the Property for the purposes intended in this Agreement.
- c. Lessee shall not use or keep any substance or material on or about the Property, or allow its sub-lessees, guests, invitees, agents, or employees to use or keep any substance or material, which may increase risks associated with the use or occupancy of the Property. Lessee will implement sufficient safety and security measures so as to reasonably prevent harm to persons on the property and to protect against damage to property.
- d. Lessee shall not permit any nuisance on the Property.
- e. Lessee shall construct a full access to property from Old Hwy 99 using funds provided via separate terms and requirements as noted in the State Capital Budget grant award in accordance with applicable City Municipal Code. If other access provisions are negotiated with adjacent property owner, then said access will be mutually agreed by LESSOR and LESSEE.

3. SERVICES BY LESSOR. Lessor shall provide to Lessee during the occupancy of said Property, as further consideration, the following:

- a. Responsible for all provisions and conditions imposed upon the property as part of the attached land agreement with USFW, labeled as Exhibit B hereto made part hereof, and incorporated herein by reference.

LEASE AGREEMENT

purpose of planning, designing, building, and operating an agricultural park. Lessor does not oppose the Lessee in locating and sub-leasing any improvements made to the Property, or any portion of undeveloped property, to any entity duly authorized by the Lessee to conduct operations as part of an agricultural park consistent with this Agreement. Lessee agrees to include Lessor in any negotiations that would lead to such a sub-lease. Any subleases that extend beyond the earliest possible termination date of this Agreement must be agreed to by lessor in writing and said sublease shall provide that lessor will assume such sublease upon termination of this agreement.

8. HOLD HARMLESS/INDEMNIFICATION.

- a. Lessee shall defend, indemnify and hold the City, its officers, officials, agents, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees and costs, arising out of or resulting from the acts, errors, or omissions of Lessee in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. The City shall defend, indemnify and hold Lessee, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees and costs, arising out of or resulting from the acts, errors, or omissions of the City in performance of this Agreement, except for injuries and damages caused by the sole negligence of Lessee. The City further agrees that any liability for decisions by the City regarding SEPA determinations, as well as liability for land use and development decisions by the City, shall be the sole responsibility of the City, and Lessee will have no duty to defend or indemnify the City with respect to these decisions.
- c. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, 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 Lessee and the City, its officers, officials, agents, employees, and volunteers, Lessee's liability, including the duty and cost to defend, hereunder shall be only to the extent of Lessee's negligence. *It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' 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. Lessee shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the performance hereunder by Lessee, its agents, representatives, or employee, as more fully described herein.

- a. Lessee's membership in a public insurance risk pool that provides equal coverage as

LEASE AGREEMENT

that specified below shall satisfy the requirements of this section.

- b. Insurance Term.** Lessee shall procure and maintain for the duration of this 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 Lessee, its agents, representatives, or employees.
- c. No Limitation.** Lessee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- d. Minimum Scope of Insurance.** Lessee shall obtain insurance of the types and coverage described below:

 - (1)** Automobile Liability insurance covering all owned, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 - (2)** Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury.
 - (3)** Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- e. Minimum Amounts of Insurance.** Lessee shall maintain the following insurance limits:

 - (1)** Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 (one million dollars) per accident.
 - (2)** Commercial General Liability insurance shall be written with limits no less than \$1,000,000 (one million dollars) each occurrence, \$2,000,000 (two million dollars) general aggregate.
- f. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- g. Verification of Coverage.** Lessee 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 requirement, upon execution of this Agreement, and thereafter upon request. A letter of coverage from a public insurance risk pool approved by the City's insurance pool shall satisfy this requirement.

LEASE AGREEMENT

- h.** Notice of Cancellation. Lessee shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice. Lessee will provide continuous coverage through other means, and proof of such coverage, satisfactory to Lessor whenever it receives such notice.
- 10.** APPLICABLE LAW. The laws of the State of Washington and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Lease.
- 11.** DAMAGE AND DESTRUCTION. In the event the Property is rendered untenable or unfit for Lessee's purposes by fire or other casualty, this Lease will be immediately suspended, and no rent shall accrue to Lessor from the date of such fire or casualty, until the untenable condition has been remedied.
- 12.** LESSEE'S PERSONAL PROPERTY. All personal property of any kind or description whatsoever on the Property shall be at the Lessee's sole risk, including Lessee's agents, representatives, and employees, and Lessor shall not be liable for any damage done to or loss of such personal property. If Lessee shall fail to remove all its effects from the Property upon the termination of this Lease for any cause whatsoever, Lessor, at its option, may remove the same in any manner that it shall chooses, and store the said effects without liability to the Lessee for loss thereof. Within thirty (30) days after termination of this Lease, Lessor shall provide written notice to Lessee of any personal property items removed. Lessee agrees to pay the Lessor on demand any and all expenses incurred in such removal.
- 13.** CONDEMNATION. If the whole or substantially all the Property shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as of the date of vesting of title of the Property or delivery of possession, whichever event shall first occur, pursuant to such proceeding. Any award granted for either partial or complete taking regarding the Property shall be the exclusive property of Lessor.
- 14.** BREACH OF LEASE.
- a.** Any material failure of either party to perform or comply with any of the terms of this Lease shall constitute a breach of the Lease. The parties agree that no act or omission shall be deemed an event of default and a breach of the Lease unless the non-defaulting party shall have given the defaulting party notice of the alleged default and thirty (30) days to cure the same, unless a different time to cure is agreed to by the Parties in writing, signed by those with authority to bind their respective Party. Any dispute concerning the performance of this Lease that cannot be resolved by the parties shall be referred to non-binding arbitration to the American Arbitration Association or other acceptable form of alternative dispute resolution agreed by the Parties in writing. Non-binding arbitration shall be a pre-requisite to legal action filed

LEASE AGREEMENT

in any court of law.

- b. No waiver of any breach of any one or more of the conditions or covenants of this Lease by Lessor shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
15. PUBLIC RECORDS. Lessee understands and agrees that Lessor is subject to the Washington Public Records Act, RCW 42.56 and the Open Public Meetings Act, RCW 42.30. Certain records the result of this Agreement may be subject to the Public Records Act. Lessee agrees to cooperate with lessor to comply with any requirements with said Act. Further, certain decisions of Lessor may be required to take place in a public meeting, even though this would not ordinarily occur in the private sector.
16. COMPLETE AGREEMENT. This Lease, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements pertaining to the lease of the Property between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the laws of the State of Washington.
17. SUCCESSORS AND ASSIGNS/SEVERABILITY. The captions and headings used in this Lease are for identification only, and shall be disregarded in any construction of the Lease provisions. All of the terms of this Lease shall inure to the benefit of, and be binding upon, the respective heirs, successors, and assigns of both the Lessor and the Lessee. If any portion, clause, paragraph, or section of this Lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act, then the remaining portions of this Lease shall remain in full force and effect.
18. NOTICE. Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when received:

LESSOR:

City of Tenino
ATTN: Clerk/Treasurer
PO Box 4019
Tenino, WA 98589

LESSEE:

Thurston Economic Development Council
Center for Business & Innovation
ATTN: Executive Director
4220 6th Avenue SE
Lacey, WA 98503

Notice of change of address shall be treated as any other notice.

LEASE AGREEMENT

- 19. CONSENT.** Unless otherwise specifically provided, whenever consent or approval of Lessor or Lessee is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reasons therefore.
- 20. HOLDING OVER.** If Lessee fails to vacate the Property upon expiration or sooner termination of this Lease, Lessee shall be a month-to-month Lessee and subject to all the laws of the State of Washington applicable to such tenancy. The rent to be paid by Lessee during such continued occupancy shall be the same being paid by Lessee as of the date of expiration or sooner termination. Nothing in this section shall be construed as relieving either party of its obligation to execute a new or extended lease agreement to cover future lease periods, as required by the laws of the State of Washington.
- 21. NO BENEFICIAL INTEREST.** The signatories hereto aver that, to their knowledge, no City employee has a personal or beneficial interest whatsoever in the service or property described herein.
- 22. NO VIOLATION OF LAW.** The signatories hereto aver that they are familiar with RCW § 42.20, et seq., (Misconduct of Public Officers), and RCW § 42.20, et seq., (Code of Ethics for Municipal Officer – Contract Interests) and that no violation of such provisions is present.
- 23. ADDITIONAL PROVISIONS.** (Insert any additional provisions thought necessary)

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

FOR THE CITY:

FOR THE ECONOMIC DEVELOPMENT COUNCIL:

Wayne Fournier, Mayor
City of Tenino

Michael F. Cade, Executive Director
Thurston Economic Development Council

ATTEST:

APPROVED AS TO FORM:

John C. Millard
Clerk/Treasurer

Richard L. Hughes
City Attorney

EXHIBIT "A"

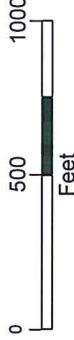
Interlocal Lease Agreement
Between the City of Tenino and
The Thurston Economic
Development Council

16402 Old Hwy 99 SE

Legend

- Parcel Boundaries
- Roads - Major (Large Scale)
- Roads - Minor (<all other values>)
- Roads - Major (Small Scale)
- Roads - Minor (Small Scale)
- Roads - Major (Large Scale)
- Roads - Minor (Large Scale)
- Railroads
- County Border
- Olympia Municipal
- Water Bodies (River - Small Scale)
- Water Bodies (Other)
- Parks
- Cities
- Capital Forest
- County Background
- Roads - Major (<all other values>)
- Roads - Minor (<all other values>)
- Roads - Major (Large Scale)
- Roads - Minor (Large Scale)
- Railroads
- County Border
- Olympia Municipal
- Water Bodies (River - Large Scale)
- Water Bodies (Other)

Scale 1: 10,738



Map Created Using GeoData Public Website
Published: 12/1/2018

Note: Exhibit A to Interlocal Lease Agreement between the City of Tenino and the Thurston Economic Development Council



The information included on this map has been compiled by Thurston County staff from a variety of sources and is subject to change without notice. Additional elements may be present in reality that are not represented on the map. Ortho-photos and other data may not align. The boundaries depicted by these datasets are approximate. This document is not intended for use as a survey product. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. Thurston County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. In no event shall Thurston County be liable for direct, indirect, incidental, consequential, special, or tort damages of any kind, including, but not limited to, lost revenues or lost profits, real or anticipated, resulting from the use, misuse or reliance of the information contained on this map. If any portion of this map or disclaimer is missing or altered, Thurston County removes itself from all responsibility from the map and the data contained within. The burden for determining fitness for use lies entirely with the user and the user is solely responsible for understanding the accuracy limitation of the information contained in this map. Authorized for 3rd Party reproduction for personal use only.

EXHIBIT "B"
Interlocal Lease Agreement
Between the City of Tenino and
The Thurston Economic
Development Council

City of Tenino Wastewater Treatment Plant (WWTP)
Mitigation Plan and Prairie Conservation Agreement

Overview of the Project:

The City of Tenino currently does not have a municipal treatment facility and wastewater is treated with individual septic tanks and drain fields. The City is proposing to construct a new WWTP to address groundwater contamination caused by failing septic systems.

Seven potential sites were considered but only one site, located approximately 0.7 miles west of town on Old Highway 99 (T16N, R2W, Section 25, Willamette Meridian), meets all of the requirements. Because the City is too far from a suitable surface water discharge area, the new WWTP will use the membrane bioreactor treatment process and infiltration.

The selected site is within Rock Prairie (approx. 1,048-acres), one of the few remaining native Puget lowland prairies. Approximately 1/3 of Rock Prairie (about 330 acres) is still in a native prairie condition (no development or grazing and dominated by native species). The Nature Conservancy estimates that less than 10 percent of the historic prairies remain in Puget Sound and fewer than 3 percent are dominated by native species. The Puget lowland prairies provide habitat for several state-listed, federally listed, and federal candidate species, as well as prairie-associated species of concern, including the mardon skipper (*Polites mardon*), Taylor's checkerspot (*Euphydryas editha taylori*), Puget blue (*Plebejus icarioides blackmorei*), valley silverspot (*Speyeria zerene bremmerii*), white-topped aster (*Sericocarpus rigidus*), golden paintbrush (*Castilleja levisecta*), Oregon white oak (*Quercus garryana*), mazama pocket gopher (*Thomomys mazama*), streaked horned lark (*Eremophila alpestris strigata*), and the western grey squirrel (*Sciurus griseus*). All but three of these species (golden paintbrush, western grey squirrel, and the streaked horned lark) have been documented in Rock Prairie. The latter three species are present in adjacent prairies or occurred historically in the area.

Construction of the facility will result in the loss of approximately 4.0 acres of native outwash prairie. County regulations state that all construction proposals must comply with Chapter 17.15 (Thurston County Critical Areas Ordinance) as well as state and federal regulations. This mitigation plan was developed to compensate for the proposed impacts to critical areas (native outwash prairie) and loss of habitat for state listed and federal candidate species.

Development of the Mitigation Plan:

A site visit was conducted to the property on May 17, 2007. Attendees included Mike Marshall (Project manager, Gibbs & Olson, Inc.), Dan Carnrite (planner, City of Tenino), Kenneth Jones (Mayor, City of Tenino), Joyce Bielefeld (City of Tenino), Kathleen Clayton (City of Tenino), Mara McGrath (Ecological Land Services, Inc), Janice Roderick (USDA Rural Development), Bruce Whittle (USDA Rural Development), Mike Shuh and Jerry Trudeau (Miles Sand and Gravel), Eric Delvin (The Nature Conservancy -

TNC), Patrick Dunn (TNC), and Martha Jensen (U.S. Fish and Wildlife Service - USFWS).

The project manager discussed the history of the proposed action, timeline for construction, and funding limitations. The USFWS then inquired about the adequacy of surveys for listed and candidate species and the effects determination for listed species under Section 7(a)2 of the Endangered Species Act. Patrick Dunn from the TNC gave a brief presentation on prairie ecosystems and loss of these habitats in Puget Sound from development. The discussion then shifted to control of Scott's broom (*Cytisus scoparius*) and other invasive species on the portion of the property that is outside of the footprint of the WWTP (16 acres). It was noted that mechanical control was working well on the adjacent Miles Sand and Gravel and Colvin Ranch properties. The TNC offered technical assistance on appropriate vegetation management to maintain a healthy native prairie community and will work with the City on the development of a long-term vegetation management plan. Although the TNC has funds to purchase and protect native prairie habitat, this funding cannot be used to pay for project-specific mitigation.

There was also agreement on the City's idea of including an interpretive display and extension of the Chehalis bicycle trail to the site. There is currently no funding for the trail extension and the interpretive/recreational opportunities will be handled as a separate project.

The new WWTP will be constructed in the northeastern corner of the property. This location avoids most of the current aster populations and the grove of Oregon white oak and reduces the overall impact to prairie habitat on the parcel. Although the City is committed to the long-term vegetation management strategy, they were reluctant to place the entire undeveloped portion of the 20-acre parcel into a conservation easement or permanent set-aside because they want to keep their options open. This raised the issue that mitigation must ensure protection in perpetuity. Discussions then shifted to the amount of set-aside that would be needed to compensate for the loss of habitat now and in the future (future actions will require additional environmental analysis and mitigation).

The options that were discussed included a combination of some amount of permanent set-aside on the City property, purchase of additional property for a conservation easement, and long-term vegetation management on the parcel. The City and resource agencies were tasked with developing a mitigation plan that provides adequate compensation for the permanent environmental impacts associated with the project and contacting TNC and adjacent landowners to see if more property could be purchased.

Mike Marshall and Kenneth Jones presented a revised mitigation plan (Figure 1) to Michelle Tirhi (Washington Department of Fish and Wildlife), Janice Roderick, and Martha Jensen at a meeting at Rural Development office in Olympia on June 6, 2007.

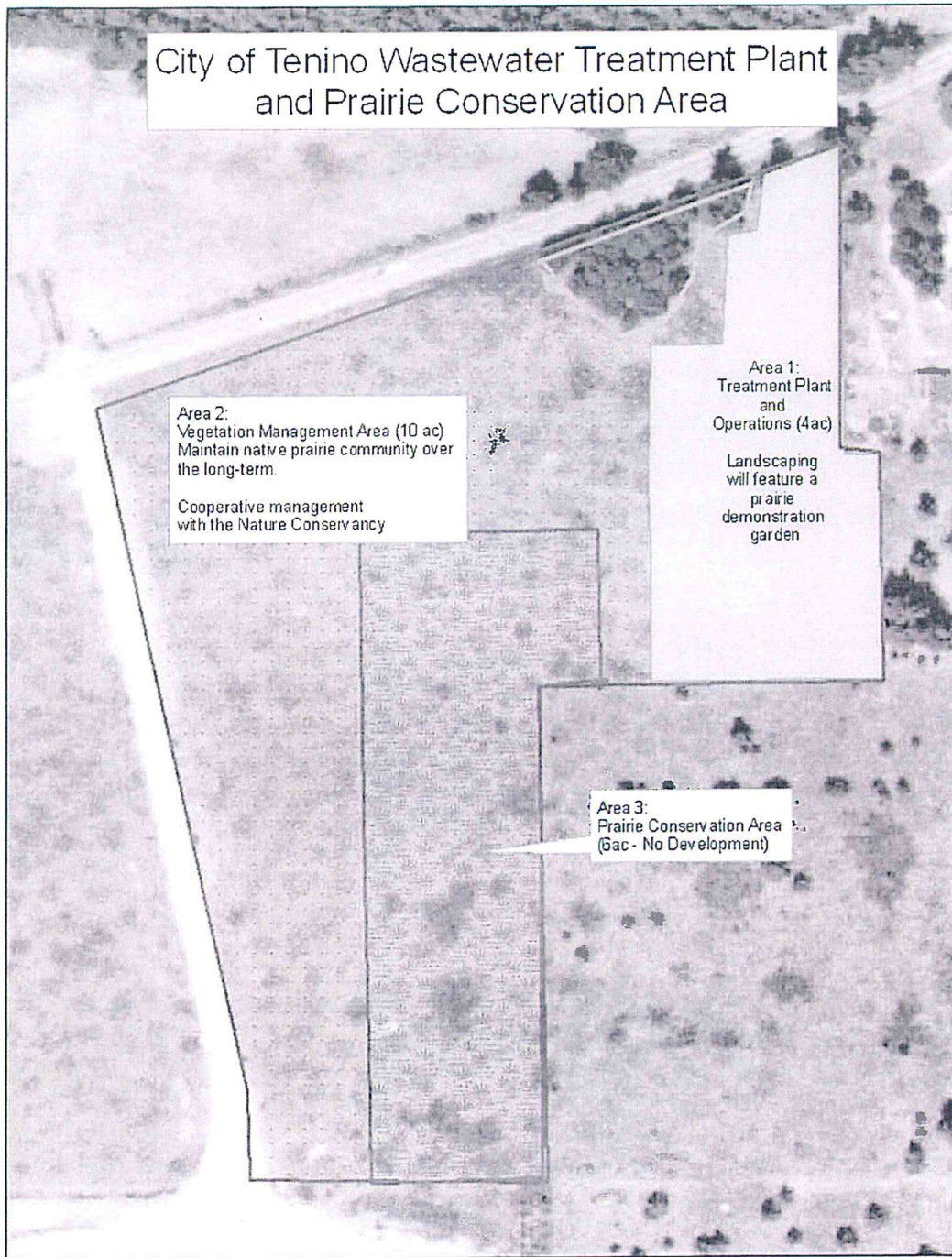


Figure 1: Mitigation plan for the City of Tenino’s wastewater treatment plant

The primary elements of the revised mitigation plan are:

Area 1 – Wastewater Treatment Plant (4 Acres)

This area will be developed and includes the treatment plant, lab and administrative buildings, infiltration and sludge storage basins, stormwater basins and filtration swales, access road and parking. For security reasons, the WWTP facility will be fenced and closed to the public during non-business hours.

The new treatment plant is designed to accommodate the projected growth in the Tenino service area through 2026 and will handle a daily peak flow of 0.38 million gallons per day. The advanced MBR treatment and rapid infiltration system will improve water quality in the aquifer by eliminating existing septic systems. Reclaimed water will be treated to reduce nitrogen levels and assure protection of the groundwater. The City will subcontract removal and utilization of the biosolids. The wastewater collection and transport system will be located within the developed right-of-ways in town and along Old highway 99 that crosses Scatter Creek, just east of the project site.

The current service area is approximately 800 residences. If expansion of the facility is needed to accommodate growth beyond 2026, facility upgrades would occur adjacent to the existing plant (in the NE corner of the property) and will not impact the oak grove or prairie habitat between the conservation area (Area 3) and the Miles Sand and Gravel access road.

Area 2 – Vegetation Management Area (10 Acres)

To mitigate for the permanent loss of habitat and impacts to critical areas, the City has agreed to remove and control the spread of invasive woody vegetation and maintain a native prairie community for as long as the site remains undeveloped. Landscaping around the WWTP will showcase a prairie demonstration garden for environmental education.

Measures to control invasive species that were discussed at the site visit include burning, mowing, application of herbicides, and/or hand pulling. The details of the vegetation plan will be worked out with TNC, but should follow these general guidelines (listed in order of priority):

1. Mechanical treatment – should be conducted before prairie forbs emerge and butterflies lay their eggs (late winter/early spring). Mechanical treatment is used primarily to remove woody vegetation and shrubs;
2. Chemical – hand or backpack application of herbicides to treat specific noxious weeds and invasives. Herbicides should be used during the active growing season (spring/summer) when treatment is most effective and the native prairie plants can be readily identified and avoided;
3. Fire – Burning can be effective, if conducted under the right conditions. However, this method of control requires skill and qualified crews and should

only be used if mechanical and chemical treatment options are not available. No more than 25 percent of the area should be burned in a given season.

It should be noted that any future development on this site will require a separate SEPA review, additional mitigation for impacts to prairies and habitat for state and federal species of concern. The City likely will need to purchase additional property if they plan to expand their operations because the 20-acre parcel is small and may not provide adequate mitigation for future development.

Area 3 – Conservation Area (6 Acres)

This 6-acre site will be placed in a conservation status in perpetuity. No development will be permitted in this area and the vegetation will be managed the same as Area 2 to maintain a healthy native prairie community. The City may choose to designate the conservation area as a park as long as recreational use does not impact the area. If the City decides to sell some or all of the property in the future, the permanent 6-acre conservation area must be placed in a conservation easement or be transferred to an organization that will manage and/or protect the site as a prairie in perpetuity.

The 6-acre conservation set-aside by itself does not provide adequate mitigation for construction-related impacts. However, it was determined that conducting vegetation management on the entire undeveloped portion of the property (16 acres) provides adequate mitigation because it will ensure that the site will be maintained as quality prairie habitat over the long-term. A revised biological evaluation that includes implementation of the mitigation plan was issued on July 6, 2007.

The City recently completed a review of effects of constructing the WWTP under the State Environmental Policy Act (SEPA). Implementation of this mitigation plan is a binding condition of the Rural Development loan and the SEPA to address impacts to Puget lowland prairie habitat. The cooperating agencies will be notified if any revisions to the mitigation plan are proposed.

Reporting Requirements:

Annual reports on vegetation management actions should be sent to the resource agencies. The reporting requirements may be adjusted, depending on the treatment schedule, and can be included in the regular Parks Department for the City of Tenino or reporting requirements for the WWTP.


Reports should be sent to:

Martha Jensen
U.S. Fish and Wildlife Service
510 Desmond Dr. SE Office
Lacey, Washington 98503

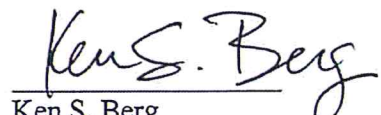
Michelle Tirhi
Washington Department of
Fish and Wildlife
1111 Washington St. SE
Olympia, Washington 98501

The Service has reviewed the City of Tenino's WWTP Mitigation Plan and determined that it meets the goals of "no net loss of in-kind habitat value" for resource category 2: areas with high habitat value that are scarce or becoming scarce in the region (40 CFR 1508.20). The long-term vegetation management and conservation set aside meets the objectives outlined in the Recovery Plan for the Golden Paintbrush of maintaining suitable habitat in areas where the species historically occurred (USDI 2000). Finally, maintaining the site as quality native prairie habitat into the future may help to preclude the need for listing of several federal candidate species.

We commend the City of Tenino for their efforts to protect both water quality and prairie habitat and recommend that you continue to coordinate with the TNC and resource agencies to secure additional opportunities and funding for prairie protection in the future.


Kenneth A. Jones
Mayor, City of Tenino

12-11-07
Date


Ken S. Berg
Manager, Western Washington
Fish and Wildlife Office
U.S. Fish and Wildlife Service

11 December 2007
Date

Contact Information for Site Management:

Eric Delvin, Area Biologist, The Nature Conservancy
Tel: (360) 280-2460 e-mail: edelvin@tnc.org

Martha Jensen, Fish and Wildlife Biologist, US Fish and Wildlife Service
Tel: (360) 753-9000 e-mail: martha_l_jensen@fws.gov

Dave Dafoe, Public Works Director
Tel: (360) 264-2368 e-mail: teninocityhall@comcast.net

Janice Roderick, State Environmental Coordinator, USDA Rural Development
Tel: (360) 704-7739 e-mail: Janice.roderick@wa.usda.gov

Michelle Tirhi, Area Biologist, Washington Department of Fish and Wildlife
Tel: (253) 813-8906 e-mail: tirhimjt@dfw.wa.gov

Literature References

U.S. Fish and Wildlife Service. 2000. Recovery Plan for the Golden Paintbrush.
U.S. Fish and Wildlife Service, Portland, Oregon. 51 pp.

United States Department of Interior. 1981. U.S. Fish and Wildlife Service Mitigation
Policy. January 23, 1981. Federal Register 46(15):7644-7663.

RESOLUTION 2018-11

A RESOLUTION OF THE CITY OF TENINO, WASHINGTON ADOPTING THE 2019 CONSOLIDATED FEE SCHEDULE

WHEREAS, Ordinance 870, establishing the City of Tenino Consolidated Fee Schedule was duly adopted the City Council on January 24, 2017; and

WHEREAS, Ordinance 870 requires the Consolidated Fee Schedule to be amended no less than yearly by Resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TENINO, WASHINGTON, that all previous versions of the Consolidated Fee Schedule are repealed effective December 31, 2018 and are replaced by the 2019 Consolidated Fee Schedule as shown below:

Section 1. Use of all City facilities or permits shall be granted only through the application process established for the type of use being requested. All applications shall be submitted to the City Clerk’s Office for processing.

Section 2. Application forms shall be available at City Hall, or online on the City’s Web Page, which can be accessed at: www.CityOfTenino.us. Downloaded applications forms must still be submitted to the City Clerk’s Office for processing. The Clerk shall accept the forms in person, via the U.S. Mail, or via e-mail.

Section 3. The 2019 General Schedule of Fees and Charges, is set forth below:

	FEES	DEPOSIT
ANIMAL LICENSES		
New License	\$ 15.00	
New License – senior citizen	\$ 12.00	
Renewal – Spayed or Neutered	\$ 8.00	
Renewal – Non-altered	\$12.00	
Renewal – Senior Citizen	\$ 5.00	
Replacement Tag	\$ 5.00	
Documented Rescued Animal	1 st License free	
BALLFIELD FEES		
Tournaments (Deposit non-refundable if Canceled less than 72 hours prior to event)	\$ 25.00 per field, per day	\$ 50.00 per field
Tournament Maintenance	\$ 15.00 per game	
League Practices (Adults Only – Maximum 2 Practices per week, 10 weeks)	\$ 50.00 per league	
Other than Leagues (All Day)	\$ 60.00 per day	\$ 50.00

Other than Leagues (Half Day)	\$ 30.00 per ½ day	\$ 50.00
Youth Sports	\$ 5.00 per player, per season	
Field Maintenance/Capital Improvement	\$250.00 per league per season	
BUSINESS LICENSES		
New Business	\$ 55.00	
Renewal	\$ 45.00	
Late Renewal Penalty	\$ 75.00	
CONCESSION STAND RENTAL		
All Day	\$100.00	\$100.00
Half Day (4 Hours)	\$50.00	\$100.00
Youth Seasonal Activities	\$50.00/month	
Commercial Vehicle (Food Vendor – Business License Required)	\$50.00/month	
Concession at Pool (Business License Required)		
Non-profit	10% of gross sales \$25/day cap	
For Profit	10% of gross sales \$50/day cap	
COUNCIL CHAMBERS RENTAL		
2 Hour Minimum (No alcoholic beverages)	\$ 25.00 per hour	\$ 50.00
MISCELLANEOUS		
Photocopies	\$ 0.15 each	
Copy onto CD or disc (includes cost of CD or disc)	\$ 5.00	
Notary Service (1 st signature)	\$ 10.00	
Each additional signature	\$ 1.50	
Credit Card Convenience Fee	2% of transaction amount	
NSF Check Fee	\$ 40.00	
Copy of Police Reports	\$ 7.50 per report	
PARKING		
Designated Parking Stalls		
Hourly (First 15 minutes free)	\$ 2.00	
Permit (Daily)	\$ 12.00	
Permit (Weekly)	\$ 48.00	
Permit (Monthly)	\$ 150.00	
Permit (Yearly)	\$1600.00	
PARK FEES		
Premium Numbered Sites	\$ 15.00/night	
1 unit per site (1-8 people)		
Unit = tent/RV/camping structure		
Open Camp Sites	\$ 10.00/unit/night	

Camping Fees (Single entity / unit / night)	\$ 8.00	
Groups		
Areas 1, 2, 4, 5		
1-50 people	\$ 50.00	\$ 75.00
51-75 people	\$100.00	\$ 75.00
76-125 people	\$150.00	\$ 75.00
Area 3 (Concession Stand Not Included)		
1-50 people	\$ 50.00	\$ 75.00
51-75 people	\$100.00	\$ 75.00
76-125 people	\$150.00	\$ 75.00
Area 6 (Concession Stand Not Included)		
1-50 people	\$ 50.00	\$ 75.00
51-75 people	\$100.00	\$ 75.00
76-125 people	\$150.00	\$ 75.00
Designated Rentable Spaces & Shelters		
Shelters 2 & 3, Quarry House Back Porch		
All Day (8:00 a.m. to dusk)	\$ 60.00	\$ 75.00
½ Day (8 a.m. – 2 p.m. or 2:30 p.m. to dusk)	\$ 35.00	\$ 75.00
PARADES & SPECIAL EVENTS		
Permit Fee	\$100.00	\$500.00
Plus cost for any necessary police, public works, or other City personnel or services required.	Per FY Salary Schedule	
QUARRY HOUSE RENTAL		
All Day (8:00 a.m. – 2:00 p.m. the next day)	\$130.00	\$ 100.00
½ Day (8:00 am – 4:00 pm or 5:00 pm – 1:00 pm the next day)	\$100.00	\$ 100.00
Meetings (2-hour minimum)	\$ 25.00/hour	\$ 75.00
Non-Profit Organizations	\$ 30.00 utility fee	
Senior Lunch Program	\$115.00/month	
QUARRY POOL FEES	Inside TSD	Outside TSD
Per Person / Per Day	\$ 3.00	\$ 5.00
Per Season / Per Family (2 adults and 3 children)	\$125.00	\$200.00
Early Bird (purchased prior to June 1 st)	\$100.00	\$175.00
Day Pass Punch Card (pay for nine, get one free)	\$ 27.00	\$ 45.00
Corporate Sponsor Day Use Fee	\$1000.00	\$1000.00
Non-Profit Sponsor Day Use Fee	\$800.00	\$800.00
SCOTCH BROOM PULLER RENTAL	\$ 15.00/day	\$ 75.00
STREET USE PERMITS		
Surface Improvements	\$120.00	
Underground Improvements in Roadway	\$180.00	
Underground Improvements Outside Roadway	\$ 75.00	
Miscellaneous	\$ 50.00	
Street Cleaning Deposit		\$200.00
Street Closure Deposit		\$200.00

Bond Required	125% of improvements	
UTILITIES		
Establishment of Service		
New Account Application Fee	\$ 40.00	
Service		
Connection/Disconnection		
Turn water service on or off	\$ 40.00	
Tapping Fee	\$2,500.00 plus cost of materials	
Water Service per month (up to 500 cf)		
3/4" meter (up to 500 cf)	\$ 12.65	
1" meter (up to 500 cf)	\$ 17.63	
1-1/2" meter (up to 500 cf)	\$ 29.58	
2" meter (up to 500 cf)	\$ 44.84	
3" meter (up to 500 cf)	\$ 93.04	
4" meter (up to 500 cf)	\$138.38	
Senior Citizen (in city only, up to 300 cf)	\$ 7.59	
Outside City Limits (up to 300 cf)	\$ 18.95	
Quarry Pool Rate	\$ 9.11	
Vacancy Rate	\$ 3.16	
Overage		
Within city per additional 100 cf	\$ 3.22	
Outside city per additional 100 cf	\$ 4.56	
Senior (in city only) per add 100 cf	\$ 0.81	
Hydrant		
Permit Fee	\$ 75.00	\$250.00
Use and rent of meter	\$ 35.00	
First 300 cubic feet	\$ 18.22	
Each additional 100 cubic feet	\$ 3.10	
Municipal Rate		
Base Rate (first 500 cubic feet)	\$ 8.93	
Each additional 100 cubic feet	\$ 0.77	
Sewer Service		
Per ERU	\$125.66	
Per ERU w/Grinder Credit	\$122.38	
Per ERU w/Grinder Charge	\$128.95	
Vacancy Rate	\$ 71.03	
Connection/Disconnection		
Facility Charge	\$7,000.00 plus cost of materials	
Remove or Install Grinder Pump	\$300.00	
Late Fee	\$ 25.00	
Interest	2% of outstanding balance	
Lien Recordation	\$ 36.00	
Lien Removal	\$ 36.00	

COMMUNITY DEVELOPMENT – PLANNING & BUILDING

Application, Permit, or Request Type*†	Fee	Initial Engineering Deposit§
Physical Development Permits		
Building Permit	\$40 + Building Fee**	\$0
Design Standards Review	\$264	\$0
Sign Permit	\$33	\$0
Site Development Permit	\$198	\$450
Shoreline Substantial Development Permit	\$660	\$450
Use Permits		
Administrative Use Permit	\$396	\$450
<i>Home Occupation</i>	\$198	\$300
Conditional Use Permit – including shoreline conditional use permits	\$1,320	\$450
Public Facilities Use Permit	\$1,320	\$450
Development Option/Subdivision Permits		
Binding Site Plan – Preliminary	\$1,980	\$1,800
Binding Site Plan – Final	\$990	\$1,500
Boundary Line Adjustment	\$396	\$450
<i>Lot Combination/Segregation</i>	\$132	\$0
Density Transfer Program	\$1,320	\$900
Short Plat – Preliminary	\$1,320	\$900
Short Plat – Final	\$330	\$1,500
Subdivision – Preliminary	\$1,980	\$1,800
Subdivision – Final	\$990	\$1,500
Environmental Review‡		
Critical Area Report Review	\$528	\$450
SEPA Threshold Determination	\$528	\$450
Waiver - Critical Area Report or Shoreline Substantial Development Permit	\$198	\$450
Environmental Impact Statement Review	Staff/ Consultant Costs	Staff/ Consultant Costs
Mitigation Plan Review	\$528	\$450
Amendments to the LDRs/Comprehensive Plan		
Rezone	\$1,980	\$0
Text Amendment		
<i>Initial Application Fee</i>	\$0	\$0
<i>Accepted on City Council Docket</i>	\$1,980	\$1,800
Master Planned Development	\$1,980	\$1,800
Comprehensive Plan Amendment		
<i>Initial Application Fee</i>	\$0	\$0
<i>Accepted on City Council Docket</i>	\$1,980	\$1,800
Relief from the LDRs		
Administrative Variance	\$660	\$450
Appeal of Administrative or Planning Commission Decision§§	\$660	\$0
Extension Request	\$198	\$0
Reasonable Use Determination	\$1,320	\$450

COMMUNITY DEVELOPMENT – PLANNING & BUILDING

Application, Permit, or Request Type*†	Fee	Initial Engineering Deposit§
Variance – including shoreline variances	\$1,320	\$450
Interpretations of the LDRs		
Administrative Interpretation	\$660	\$450
Zoning Decision	Hourly Rate	\$0
Other Requests		
Annexation	\$1,320	\$900
Notification Posting	\$33	\$0
Pre-Application Conference	\$264	\$450
Right-of-Way Vacation	\$990	\$1,500
City Council Reconsideration	\$264	\$0

*A review deposit may apply in addition to the application fee.

†**County Reviews.** Applications may also be required to be reviewed by Thurston County. Please check with the individual County department for possible review/application fees.

§**Engineering Deposit.** For applications requiring an initial engineering deposit, projects may be evaluated on a case-by-case basis to determine if the deposit is necessary. All Engineering review fees are required to be paid, including fees in excess of the initial deposit. Any of the deposit remaining after completion of the review will be returned to the applicant.

****Building Permits.** Building fees are based on current Thurston County Building Fee Guide and fee tables. See <http://www.co.thurston.wa.us/permitting/fees/fees-building-explain.html> for more information.

‡**Wetland/Stream Reviews.** Applications requiring a review of wetlands and/or streams may require an additional \$990 review deposit.

§§**Appeals.** The application fee for appealing an Administrative or Planning Commission decision shall be refunded if appellant prevails.

PASSED at a regular meeting of the Tenino City Council this 11th day of December 2018.

Wayne Fournier, Mayor

ATTEST:

APPROVED AS TO FORM:

John C. Millard, City Clerk-Treasurer

Richard L. Hughes, City Attorney

ORDINANCE 894

**AN ORDINANCE OF THE CITY OF TENINO WASHINGTON
ADOPTING THE BUDGET FOR THE FISCAL YEAR
JANUARY 1, 2019 THROUGH DECEMBER 31, 2019**

WHEREAS, the City Council for the City of Tenino, Washington, held public hearings on October 23, 2018, and November 13, 2018 for the purpose of determining the Ad Valorem tax to be levied in 2019; and

WHEREAS, the City Council for the City of Tenino, Washington, held public hearings on November 13, 2018, and November 27, 2018 for the purpose of establishing the City's Budget for fiscal year 2019;

WHEREAS, the first reading of this Ordinance was held on November 27, 2018, and the second reading was held on December 11, 2018;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TENINO,
WASHINGTON DO ORDAIN AS FOLLOWS:**

Section 1. The following budget is hereby adopted for the year 2019:

FUND		REVENUES	EXPENDITURES
001	General Government Fund	1,151,815	1,068,535
002	Quarry Pool Fund	46,468	46,468
101	Street Fund	91,120	90,992
109	Contingency Fund	121,885	0
310	Municipal Capital Improvement Fund	492,167	405,252
401	Water Fund	1,060,963	229,884
402	Water Capital Improvement Fund	640,506	142,796
403	Storm water Fund	35,147	11,619
410	Sewer Fund	1,573,083	989,327
421	Sewer Capital Improvement Fund	723,697	22,500
422	Sewer Reserve Fund	663,776	563,775
601	SWWAIP Trust Fund	40,209	40,209
631	Municipal Court Trust Fund	<u>7,500</u>	<u>7,500</u>
	Total All Funds	6,693,337	3,656,357

Section 2. This ordinance shall be in full force and effective five (5) days from and after its passage, approval, and publication as provided by law.

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 11th day of December 2018.

Wayne Fournier, Mayor

Attest:

Approved as to form:

John C. Millard, Clerk/Treasurer

Richard L. Hughes, City Attorney

ORDINANCE 895

**AN ORDINANCE OF THE CITY OF TENINO
AMENDING THE BUDGET
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018**

WHEREAS, on December 12, 2017, the City Council adopted Ordinance No. 883 fixing the Budget for fiscal year 2018; and

WHEREAS, there are several instances where actual revenues and expenditures vary from projected revenues and expenditures; and

WHEREAS, the fiscal year ending December 31, 2018 saw the completion and closing out of several long-term terms and obligations; and

WHEREAS, a budget amendment is required to close the City's budget at the of the fiscal year;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TENINO,
WASHINGTON DO ORDAIN AS FOLLOWS:**

Section 1. The Clerk/Treasurer is hereby directed to take the following actions not before December 30, 2018, and no later than January 20, 2019, in preparation for the implementation of the 2019 budget:

- A. Bring the Quarry Pool Fund to an ending balance of \$1.00 by executing an Interfund Transfer from the General Fund (001) to the Quarry Pool Fund (002) in the approximate amount of \$5758.97.
- B. Bring the Street Fund to an ending balance of \$26,624.23.00 by executing an Interfund Transfer from the General Fund (001) to the Street Fund (101) in the approximate amount of \$28,445.48.
- C. Bring the Contingency Fund to an ending balance of \$121.649.37 by executing an Interfund Transfer from the General Fund (001) to the Contingency Fund (109) in the approximate amount of \$745.50.
- D. Bring the Sewer Reserve Fund to an ending balance of \$100,000.00 by executing an Interfund Transfer from the Sewer Fund (410) to the Sewer Reserve Fund (422) in the approximate amount of \$100,000.00.

Section 2. This ordinance shall be in full force and effective five (5) days from and after its passage, approval, and publication as provided by law.

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 11th day of December 2018.

Wayne Fournier, Mayor

Attest:

Approved as to form:

John C. Millard, Clerk/Treasurer

Richard L. Hughes, City Attorney



Tenino Agricultural Innovation Park Master Plan Feasibility - Weekly Progress Report

Client Name: Aslan Meade, Thurston EDC
John Millard, City of Tenino

Report Date: December 7, 2018
Prepared By: Dan Penrose, AICP

Work Completed This Timeframe:

- Continued development of concept and phasing maps
- Updated report framework/table of contents
- Create site vicinity map
- Develop districts/uses map
- Develop conceptual site plan map
- Show illustrated examples of concept buildings
- Preliminary site mock-up
- Environmental reconnaissance along Hwy 99 ROW
- Develop initial planning level cost estimates for sanitary sewer, water and stormwater treatment facilities
- Layout preliminary utility alignments
- Setup schedule for weekly calls
- Presentation to EDC Board on November 28
- Presentation to EDC Entrepreneurial Committee on December 7

Upcoming Work – Next Week:

- Refine planning level cost estimates based on feedback from team
- Finalize existing conditions analysis
- Refine concept and phasing maps
- Revise building massing based on potential tenants

Information Needed From Client or Other Sources:

- Determine availability of USDA funding for planning (EDC)
- Conversation on Park marketing materials
- Schedule outreach with agencies and user groups for January 2019
- Finalize details of Miles Sand Gravel meeting (Tenino)

Clerk/Treasurer Council Meeting Report December 11, 2018

Budget:

- **Current status (2018 Budget) is:**
 - Total revenues are 74.8% of projections (+3.4%)
 - General Fund Only: 96.7%
 - Total expenditures are 63.2% of projections (+4.5%)
 - General Fund Only: 96%
 - Target: **93.8%**
- **Grants and Other Funding:**
 - Y-T Trail Extension Feasibility Study – Stakeholder #2: December 18, 2018
 - Wayfinding Signs – No change
 - 2018 TC Heritage Grant – No change
 - CDBG/Quarry Pool Renovation: No change
 - PoO Small Cities Grant – No change
 - Veterans’ Memorial and Wall: Approximately 90% complete. Working interpretive signs.
 - Working LEXIPOL reimbursement through RMSA

Other business:

- Vacancy announcements for vacant City Council and Planning Commission seats to be published beginning next week
- WRIA 13 meeting December 12
- Conducted planning “handover” meeting w/TRPC on November 30
- New Website: Design complete; approximately 90% of old web site pages migrated to new site; integration with Muni-Meeting 95% complete (timestamped videos remain outstanding)
- Muni-Meetings are now the City’s “system of record” for agenda and meeting management
- Working yearly agreement renewals:
 - South Sound Seniors
 - Tenino Food Bank
 - Economic Development Council
- Working new agreements:
 - Experience Olympia & Beyond (VCB)
 - SCJ Alliance (Municipal Planning Services)

Mayor's Report 12/11/18

Attended Thurston County Mayor's meeting hosted by Yelm, discussed issues of Homelessness, Citizen outreach, jail contracts with tribal agencies and youth involvement

Conducted some legislative outreach, met with Representative Barkis and discussed budgetary issues, legislative coordination and the Thurston County Legislative Agenda driven by Doug Mah and the Thurston County Chamber. Met with LA's for Laurie Dolan and Beth Doglio to discuss support for the EDC's request for inclusion of 2 million dollars in the Governor's budget to fund some phase 1 building development at the Ag Park. Aslan is following up with a meeting with Representative Doglio this Friday the 14th.

Met with Aslan Meade to strategize legislative outreach efforts

Attended the Annual Regional Economic Development Summit for Thurston/Lewis/Mason/Pacific/Grays Harbor County at the Little Creek Casino

Coordinated with Dept Heads on various issues