

City of Tenino

149 Hodgen Street South

Tenino, WA 98589

City Council Meeting

Tuesday, August 25, 2026 at 6:30 PM

Agenda

WORK SESSION

1. Discussion of amendments to Gambling Tax ordinance
2. TRPC request to make bus stop on Park Ave W ADA compliant
3. Utility Accounts: Inactive accounts without structure, tap only, have been shut off or never had water extended beyond tap - keep billing? late charges?

Utility Accounts: Inactive accounts with structure and water to dwelling, may be abandoned or vacant, shutoff - keep billing? late charges?

CALL TO ORDER

AGENDA APPROVAL

APPROVAL OF MINUTES

- [4.](#) Approval of 07/28/2026 Minutes

Recommended Action: Approve

Approval of 08/11/2026 Minutes

Recommended Action: Approve

CONSENT CALENDAR

5. Consent Calendar consisting of August 12, 2026 through August 25, 2026.

Payroll EFT's in the amount of \$ and Claims Checks # through # and EFT's in the amount of \$ for a grand total of \$

Liquor and Cannabis License Renewal

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

6. PROCLAMATION:

National Voter Registration Day

OLD BUSINESS

NEW BUSINESS

7. Council Approval of School Resource Officer contract.

Recommend: Approval of contract

8. Introduce new Utility Clerk Anne Jones.

RESOLUTIONS

ORDINANCES

9. Ordinance 947 - Establishing regulations governing the operations of Electric-Assisted Bicycles, Electric Motorcycles, Scooters and other motorized personal transportation.

REPORTS

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

4. Approval of 07/28/2026 Minutes

Recommended Action: Approve

Approval of 08/11/2026 Minutes

Recommended Action: Approve

City Council Meeting Tuesday, July 28, 2026

Minutes

WORK SESSION

Mayor Pro Tem Linda Gotovac convened the work session at 6:30 pm with:

PRESENT:

Councilmember Linda Gotovac
Councilmember Elaine Klamn
Councilmember Adam Carney
Councilmember Jeff Eisel

ABSENT:

Mayor Dave Watterson
Councilmember Tianne Curtiss

~Short-Term rentals

~Budget for Short-Term rental research by SCJ (Malissa Burgess)

~Application for Grant/Loan PWB for Influent screens at WWTP

~Budget Amendment

~ VFW Gold Star family dinner, Memorial, Veteran's job fair November 05, 10:00a-3:00p

CALL TO ORDER

Mayor Pro Tem Linda Gotovac convened the regular Council Meeting at 7:30PM

with: PRESENT

Councilmember Elaine Klamn
Councilmember Adam Carney
Councilmember Linda Gotovac
Councilmember Jeff Eisel

ABSENT:

Mayor Dave Watterson
Councilmember Tianne Curtiss

Flag Salute

AGENDA APPROVAL

1. Agenda Approval

Recommended Action: Motion to approve the 07/28/2026 Agenda with addition of New Business – Approval to submit application for WWTP grant/loan.

Motion to approve the agenda

Motion made by Councilmember Carney, Seconded by Councilmember Klamn.

Voting Yea: Councilmember Klamn, Councilmember Carney, Councilmember Eisel.

Motion passes: 3/0.

APPROVAL OF MINUTES

2. Approval of Minutes

Recommended Action: Motion to approve the 07/14/2026 Minutes as presented.

Motion made by Councilmember Carney, Seconded by Councilmember Klamn.

Voting Yea: Councilmember Klamn, Councilmember Carney, Councilmember Curtiss.

Motion passes: 3/0.

CONSENT CALENDAR

3. Consent Calendar for July 15, 2026 through July 28, 2026 consisting of:

Payroll EFT's in the amount of \$41,483.95 and Claims Checks #34265 through #34281 and EFT's in the amount of \$50,718.74 for a Grand Total of \$92,202.69.

Excusal of Councilmember Tianne Curtiss

Liquor License Renewals: None

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

Motion made by Councilmember Carney, Seconded by Councilmember Klamn.

Voting Yea: Councilmember Klamn, Councilmember Carney, Councilmember Eisel.

Motion passes: 3/0.

EXECUTIVE SESSION

4. None.

PRESENTATIONS

5. None

PUBLIC COMMENTS

6. None

PUBLIC HEARING

7. None.

PROCLAMATIONS

8. None

OLD BUSINESS

9. None

NEW BUSINESS

10. Tenino City Planner, Malissa Burgess asked for approval to move forward with the Short-Term Rental Code update research per Planning Commission request.

Discussion followed: City Planner was asked to submit a budget document,

Action: Decision was tabled pending additional discussion and budget information.

Approval to submit for the WWTP grant/loan application to PWB

Action: Motion made by Councilmember Klamn, Seconded by Councilmember Carney.

Voting Yea: Councilmember Klamn, Councilmember Carney, Councilmember Eisel.

Motion passes: 3/0.

RESOLUTIONS

11. None.

ORDINANCES

12. Ordinance 944 FY 2026 Budget Amendment #1

Recommended Action: Motion to approve Ordinance 944 as presented.

Motion made by Councilmember Klamn, Seconded by Councilmember Carney.

Voting Yea: Councilmember Klamn, Councilmember Carney, Councilmember Eisel.

Motion passes: 3/0.

REPORTS

13. Outside Agency

1) Chamber of Commerce – Mayor Pro Tem Linda Gotovac reported Oregon Trail Days reported record crowds on Saturday and Sunday, thanks to Maria Rodriguez as the liaison between the city and the Chamber. Wrap up meeting on August 3rd, 5:30 P at the Sandstone Quarry Bar.

2) Economic Development Council (EDC) – initiative will be on Friday, August 21st at 08:00a, they are coordinating a free four week online training for tourism marketing, beginning August 10 10:30a-12:00p. EDC is hosting a real estate forum September 24, 11:00a-1:30p, at in SPSCC, Lacy.

3) South Thurston Economic Development Initiative (STEDI) – next meeting Friday, August 22st,

June 09, 2026

08:00, location to be announced

4) ARCH Commission – No Report

5) Experience Olympia & Beyond (VCB) – No Report

6) South Thurston Fire & EMS – Total calls for June 189 with an average response time of 5:08. Fourth of July had 20 calls. Suggested the City pay a portion of the \$10,000.00 training for Fire Inspection enabling the FD to do annual inspections. Fire Hydrant flushing will begin and last for a few days.

7) Thurston County Sheriff's Office – No Report

14. Committees/Commissions

1) Civil Service Commission – No Report

2) Finance Committee – No Report

3) Public , conceSafety Committee - No Report

4) Planning Commission – No Report

15. Staff

1) Director of Public Works – Working on completing the ballfields, concession stand will need to have the roof replaced next year. Painting crosswalks & signs. Need to work on hydrants. TIB grant for sidewalks.

2) Code Enforcement/Building Inspector – No Report

3) PARC Specialist - No Report

4) Clerk/Treasurer - No Report

5) Mayor - No Report

16. Liaisons

1) Bucoda/Tenino Healthy Action Team (BTHAT) – No Report

2) Solid Waste Advisory Board – Meeting next week

3) TCOMM/911 – No Report

4) Tenino School Board – No Report

5) Thurston Regional Planning Council (TRPC) – No Report

6) Transportation Policy Board – No Report

7) Thurston County Commissioner's Office – No report

8) Legislator – No Report

9) Oregon Trail Days -

PUBLIC COMMENTS 2

None

ANNOUNCEMENTS

Creative District, Theatre Company

ADJOURNMENT

Mayor Pro Tem Linda Gotovac Adjourned the meeting at 7:51

City Council Meeting Tuesday, August 11, 2026

Minutes

WORK SESSION

Mayor David Watterson convened the work session at 6:30 pm with:

PRESENT:

Councilmember Linda Gotovac
Councilmember Elaine Klamn
Councilmember Adam Carney
Councilmember Jeff Eisel
Councilmember Tianne Curtiss

ABSENT:

None Absent

CALL TO ORDER

Mayor David Watterson convened the regular Council Meeting at 7:30PM with:

PRESENT

Councilmember Elaine Klamn
Councilmember Adam Carney
Councilmember Tianne Curtiss
Councilmember Linda Gotovac
Councilmember Jeff Eisel

ABSENT:

None absent

Flag Salute

AGENDA APPROVAL

1. Agenda Approval

Recommended Action: Motion to approve the 08/11/2026 Agenda.

Motion to approve the agenda

Motion made by Councilmember Gotovac, Seconded by Councilmember Carney.

Voting Yea: Councilmember Klamn, Councilmember Carney, Councilmember Eisel,
Council member Gotovac, Councilmember Curtiss

August 20, 2026

Motion passes: 5/0.

APPROVAL OF MINUTES

2. Approval of Minutes

Recommended Action: Table 07/28/2026 minutes approval until 08/25/2026 council meeting.

CONSENT CALENDAR

3. Consent Calendar for July 29, 2026 through August 11, 2026 consisting of:

Payroll EFT's in the amount of \$38,533.62 and Claims Checks #34282 through #34317 and EFT's in the amount of \$105,826.80 for a Grand Total of \$144,360.42.

Liquor License Renewals: None

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

Motion made by Councilmember Gotovac, Seconded by Councilmember Klamn.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember Carney, Councilmember Curtiss, Councilmember Eisel.

Motion passes: 5/0.

EXECUTIVE SESSION

4. None.

PRESENTATIONS

5. Waterworth(Muniworth) presentation of Utility Funds projected fund balances and need for rate increases.

PUBLIC COMMENTS

6. None

PUBLIC HEARING

7. Resolution 2026-11 Notice is hereby given that the Tenino City Council will hold a Public Hearing to receive comments on the 2027-2032 Six Year Transportation Improvement Plan on Tuesday, August 11, 2026 at 6:30 pm, at the Council Chambers located at 149 S. Hodgden St., Tenino, WA.

PROCLAMATIONS

8. None

OLD BUSINESS

9. None

NEW BUSINESS

10. Discuss updating the Council meeting time to 7:00pm, work session would still begin at 6:30 pm. Per Tenino Municipal Code 2.04.020. Council in favor of future Ordinance to update times.

RESOLUTIONS

11. Resolution 2026-11 Six Year Transportation Improvement Program 2027-2032 Recommended
Action: Approve

Motion to approve councilmember Gotovac, seconded by Councilmember Curtiss

Voting Yea: Councilmember Klamn, Councilmember Carney, Councilmember Eisel, Council member Gotovac, Councilmember Curtiss

Resolution Passes: 5/0

12. Ordinance 946 Gambling Tax Amendment - To update City Gambling Tax Ordinance to comply with Washington State Gambling Commission.

Recommended Action: Motion to approve Ordinance 946 as presented.

Motion made by Councilmember Gotovac, Seconded by Councilmember Carney.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember Carney,
Councilmember Curtiss.

Voting Nay: Councilmember Eisel

Motion passes: 4/1.

REPORTS

13. Outside Agency

1) Chamber of Commerce – No Chamber Lunch in August, Business Networking breakfast on Friday, September 04, lunch forum Wednesday, September 16. Both events at Sandstone Quarry bar.

2) Economic Development Council (EDC) –

3) South Thurston Economic Development Initiative (STEDI) – No August meeting, next meeting is scheduled for September 18, location to be announced. South Sound Real Estate forum Thursday, September 24, 11:00a-2:00p, at South Puget Sound Community College, Lacey campus.

4) ARCH Commission – No Report

5) Experience Olympia & Beyond (VCB) – No Report

6) Library – No Report

- 7) South Thurston Fire & EMS – Hydrant flushing, many calls about sediment in water. Moving forward on new building. Call volume approximately 260.
- 8) Thurston County Sheriff's Office – Speeding at West entrance to City of Tenino city limits on Old 99, emphasis patrol at location. No issues at school garage sale. Deputy Nicole Smith submitted application for Tenino School District SRO position. Calls for service down. Traffic stops increasing.

14. Committees/Commissions

- 1) Civil Service Commission – No Report, on hold before disbanding the Commission.
- 2) Finance Committee – No Report
- 3) Public Safety Committee - No Report
- 4) Planning Commission – CAO, working on Short Term rentals.

15. Staff

- 1) Director of Public Works – No Report
- 2) Code Enforcement/Building Inspector – No Report
- 3) PARC Specialist - No Report, working on grants
- 4) Clerk/Treasurer – Thanks to Councilmembers Gotovac & Klamn for helping in the office while we are short staffed.
- 5) Mayor – Port Commission meeting at City of Tenino.

16. Liaisons

- 1) Bucoda/Tenino Healthy Action Team (BTHAT) – No Report
- 2) Solid Waste Advisory Board – Organic recycling collection area, Food Waste Prevention Education October 04, 2026.
- 3) TCOMM/911 – No Report
- 4) Tenino School Board – Gearing up for new school year.
- 5) Thurston Regional Planning Council (TRPC) – No Report
- 6) Transportation Policy Board – No Report
- 7) Thurston County Commissioner's Office – No report
- 8) Legislator – No Report
- 9) Oregon Trail Days – Power & Water for OTD. Future meeting with Stakeholders.

PUBLIC COMMENTS 2

None

ANNOUNCEMENTS

August 16, 2026 Car Show on Park Ave this year due to ongoing work in park.

ADJOURNMENT

Mayor David Watterson Adjourned the meeting at 8:00p

File Attachments for Item:

6. PROCLAMATION:

National Voter Registration Day

Proclamation

National Voter Registration Day

WHEREAS, registering to vote empowers eligible citizens to exercise their right to vote on Election Day; and

WHEREAS, the Thurston County is committed to strengthening democracy by encouraging voter registration and increasing participation in all elections; and

WHEREAS, civic-minded people and organizations have collaborated to establish September 15, 2026, as **NATIONAL VOTER REGISTRATION DAY**; and

WHEREAS, the goal for the 2026 National Voter Registration Day is to create awareness of elections and motivate eligible citizens to vote in coming months; and

WHEREAS, the strength of our democracy depends on the willingness of our citizens to participate by choosing the people who will lead us and by voicing their opinions on important matters that will come before the voters on Election Day.

NOW, THEREFORE, BE IT RESOLVED, that the Tenino City Council hereby recognizes September 15, 2026, as NATIONAL VOTER REGISTRATION DAY in Thurston County and encourages all eligible county residents to register to vote.

SIGNED IN THURSTON COUNTY, WASHINGTON, THIS Click or tap here to enter text.
DAY OF September 2026

File Attachments for Item:

7. Council Approval of School Resource Officer contract.

Recommend: Approval of contract

INTERLOCAL AGREEMENT BETWEEN
THURSTON COUNTY SHERIFF'S OFFICE
And
CITY OF TENINO
For
THE TENINO SCHOOL RESOURCE OFFICER PROGRAM

1. PARTIES

This agreement is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the Thurston County Sheriff's Office (TCSO), hereinafter referred to as TCSO and the City of Tenino, hereinafter referred to as COT.

2. PURPOSE

The purpose of this agreement is to maintain a School Resource Officer (SRO) program in the Tenino School District. The SRO program is designed to:

- a. Bridge the gap between police officers and youth;
- b. Increase positive attitudes toward law enforcement;
- c. Encourage more cooperation between police officers and youth;
- d. Aid in reduction of juvenile crime through counseling, teaching about the criminal justice system and taking personal interest in students;
- e. Provide a deputy sheriff to be assigned to COT for 188 days per school calendar year to maintain a positive and safe school environment for students under the direction of COT and TCSO;
- f. Provide law enforcement services to Tenino School District as appropriate.

3. TERM

This agreement shall commence on September 1, 2026, and the school resource officer services shall terminate on June 30, 2029, unless terminated earlier. However, SRO training is offered during the summer months and the costs incurred will be billed separate from this contract to the City of Tenino. This agreement may be renewed with mutual consent of both parties. Either party may terminate this agreement at any time for any reason upon 30 days' written notice.

4. SCHOOL RESOURCE OFFICER (SRO) RESPONSIBILITIES: Duties of School Resource Officers include, but are not limited to the following:

- a. Provide a uniformed presence on campus to promote safety and serve as a positive resource to the high school, middle school, and elementary school and will regularly wear the official law enforcement uniform while on duty.
- b. Patrol their assigned schools and surrounding areas in order to identify, investigate, enforce, deter, and prevent crime, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs, or other similar activities.

- c. Provide students, parents, teachers, and community residents with information, support, and problem solving mediation and facilitation, with the understanding that a student's "educational records" as that term is defined by law, contain confidential information.
 - d. Participate in and train school and community partners in threat assessment, critical incident response, and the development of an off-site crisis response center in case of a school, district, or county-wide critical incident or terrorist event impacting the safety of students, staff, family members, and community residents.
 - e. Participate in planned training with mental health, juvenile justice, and school based staff.
 - f. Work with all district partners in the delivery of law enforcement-related prevention activities for both students and their families.
 - g. Collaborate with district partners in assuring the development, revision, and dissemination of safe school policies.
 - h. Complete a daily log of activities.
 - i. Establish and maintain a working rapport with the school administrators and school staff.
 - j. Act as a resource person in the area of law enforcement education at the request of staff, speaking in classes on the law, search and seizure, drugs, motor vehicle laws, internet safety, and similar law enforcement topics.
 - k. Assist in providing school-based security during the regular school day and assist in the promotion of a safe and orderly environment at the assigned schools.
 - l. Not act as a disciplinarian; however, the SRO may assist the school with discipline problems and, if the problem or incident is a violation of the law, will determine whether an enforcement action is appropriate. Violation of school rules will be turned over to the school administration.
 - m. Investigate crimes or other school-related incidents on campus, making arrests, when appropriate, and making the necessary timely notifications to parents, school staff, and social service agencies.
 - n. Assist in mediating disputes on campus, including working with students to help them solve disputes in a non-violent manner.
 - o. Perform other duties as mutually agreed upon in writing by the principals and the SRO, provided the duty is legitimately and reasonably related to the SRO program as described in this agreement and is consistent with federal and state law, local ordinances, TCSO and district policies, procedures, rules, and regulations.
5. **SCHEDULE.** Scheduling for the SRO will be determined by mutual agreement of COT, Tenino School District, and the SRO's supervisor.
6. **TCSO RESPONSIBILITIES.**
- a. The SRO will be assigned to the schools during school days on a full-time, forty (40) hour work week, minus any scheduled vacation time, sick time, training time, court time, or any other law enforcement-related activity outside the vicinity of the schools in the Tenino School District, including any emergencies such as civil unrest or disaster. The deputy's schedule shall be determined in collaboration with the Tenino School District to maintain a positive and safe school environment for students under the direction of the COT and the TCSO.
 - b. Provide law enforcement services to the Tenino School District as appropriate.

- c. The TCSO shall provide adequate record keeping and reporting, as required by federal, state, and local laws. The TCSO shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs expended in the performance of the services provided under this agreement. These records shall be subject to inspection, review, or audit by personnel of the COT, the Office of the State Auditor, or other federal or state officials as authorized by law.
- d. The TCSO shall comply with RCW 28A.320.124.

7. COT RESPONSIBILITIES. The COT shall compensate and/or reimburse TCSO the costs necessary to staff the SRO position as follows:

- a. For the first year of this contract, the total compensation and/or reimbursement of TCSO expenses will not exceed \$40,000.00 for the period of September 1, 2026 to June 30, 2027 (inclusive of school days), unless terminated earlier. The remainder of the cost of the full-time deputy will be paid through the City of Tenino contract with TCSO that was executed on June 3, 2026 and terminates on September 30, 2026, unless extended through December 31, 2026 or if a succeeding contract is entered into with the City of Tenino. Should the June 3, 2026 contract not be extended or a succeeding contract not executed, the parties will renegotiate the school resource officer's work hours.
- b. For the second year of this contract, the total compensation and/or reimbursement of TCSO expenses will not exceed \$40,000.00 for the period of September 1, 2027 to June 30, 2028 (inclusive of school days), unless terminated earlier. The remainder of the cost of the full-time deputy will be paid through the City of Tenino contract with TCSO if a succeeding contract is entered into with the City of Tenino. Should the June 3, 2026 contract not be extended or a succeeding contract not executed, the parties will renegotiate the school resource officer's work hours.
- c. For the third year of this contract, the total compensation and/or reimbursement of TCSO expenses will not exceed \$40,000.00 for the period of September 1, 2028 to June 30, 2029 (inclusive of school days), unless terminated earlier. The remainder of the cost of the full-time deputy will be paid through the City of Tenino contract with TCSO if a succeeding contract is entered into with the City of Tenino. Should the June 3, 2026 contract not be extended or a succeeding contract not executed, the parties will renegotiate the school resource officer's work hours.
- d. The COT shall compensate the TCSO within thirty (30) days of receipt of a properly executed invoice.
 - 1. TCSO shall be compensated up to \$40,000.00 per school year through this contract. This compensation rate includes all labor, equipment, travel, and training charges. Payments will be made monthly.
- e. Claims will be submitted every month, beginning October 2026 and ending September 2029.
- f. The COT shall comply with RCW 28A.320.124.

8. PERSONNEL. In the event the superintendent has cause to believe that a particular SRO is not effectively performing in accordance with this agreement, the superintendent may recommend to the COT and the TCSO that the SRO be removed from the program. To

initiate the removal of a SRO, the superintendent will recommend to the COT mayor the removal, stating the reasons in writing. Within a reasonable period of time after receiving the recommendation, the mayor will meet with the Sheriff, or his designee, to mediate or resolve the problem that may exist.

- a. Both parties understand and agree that the TCSO is acting hereunder as an independent contractor with the following intended results:
 - 1. Control of personnel, standards or performance, discipline, and other aspects of performance shall be governed entirely by TCSO.
 - 2. All persons rendering services hereunder shall be for all purposes employees of TCSO;
 - 3. All liabilities for salary, wages, and any other compensation, work-related injury, or sickness shall be that of the TCSO.

9. PROHIBITION AGAINST ASSIGNMENT.

Neither this agreement nor any interest therein may be assigned by either party without first obtaining the written consent of the other party.

10. INDEMNIFICATION.

- a. The TCSO will protect, defend, indemnify, and hold harmless the COT, its officers, employees, or agents from any and all costs, claims, judgments, or awards of damages arising out of or in any resulting from the negligent acts or omissions of TCSO, its officers, employees or agents.
- b. The COT will protect, defend, indemnify, and hold harmless the TCSO, its officers, employees, or agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the COT, its officers, employees, or agents.

- 11. DRUG FREE WORKPLACE.** The TCSO and the TCSO employees or agents shall perform all duties pursuant to the agreement in compliance with the intent of the Tenino School District drug-free workplace policy.

12. CRIMINAL ACTIVITY

- a. The TCSO and the TCSO employees or agents shall perform all duties pursuant to the agreement without conviction of any crime against persons, nor be found in any dependency action by a court in a domestic relations proceeding or in any disciplinary board final decision to have sexually assaulted or exploited any minor.
- b. The TCSO shall ensure that the TCSO and the TCSO's employees or agents having unsupervised access to children in the performance of this agreement have no prior conviction, civil adjudications, or disciplinary board final decisions which indicate that it is inappropriate for these individuals to be working with children. Furthermore, the TCSO shall require that the TCSO employees or agents who have regularly scheduled unsupervised access to children are fingerprinted and checked through the Washington

State Patrol (WSP) criminal identification system, prior to performing services under this Contract.

13. TERMINATION

- a. This agreement may be terminated by either party, with or without reason, upon 30-days' written notification. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by midnight of the second day following the date of its posting in the United States mail, in the absence of proof of actual delivery to the receipt by mail or other means at an earlier date and/or time.
- b. In the event of termination by the COT, the TCSO shall be entitled to an equitable pro ration of the total compensation provided for herein for uncompensated services, which have been performed as of the date of termination of this agreement.

14. VERBAL AGREEMENTS.

This written agreement constitutes the mutual agreement of the TCSO and the COT in whole. No alteration or variation of the terms of this agreement and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

15. APPLICABLE LAW

- a. This agreement shall be governed by the laws of the state of Washington. Venue for any legal action shall be proper only in Thurston County, Washington.
- b. The TCSO shall comply, where applicable, with the Contract Work Hours and Safety Standard Act and collective bargaining agreements, and any other applicable federal and state statutes, rules, and regulations.

16. NON-DISCRIMINATION

The TCSO assures the COT that its agency/labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, creed, gender, sexual orientation, disability, familial status, marital status, or age. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX / Chapter 28A.640 RCW of the Education Amendments of 1972, as amended.

17. ETHICAL CONDUCT

- a. Neither the TCSO nor any employee or agent of the TCSO shall participate in the performance of any duty pursuant to this agreement in which duty such person has participated as an employee of the COT. The TCSO shall ensure there are no violations of Chapter 42.23 RCW, Code of Ethics for Municipal Officers – Contract Interests.
- b. Neither the TCSO nor any employee or agent of the TCSO shall participate in the performance of any duty or service in whole or in part under this agreement that is in violation of the Ethics in Public Service law in RCW 42.17.130 related to campaign

finances and lobbying and RCW 41.06.250 prohibiting the use of public resources for political activities.

18. RCW 39.34 REQUIRED CLAUSES

- a. Purpose – see section 1.
- b. Duration – see section 3.
- c. Organization of separate entity and its powers – no new or separate legal or administrative entity is created to administer the provisions of this agreement.
- d. Responsibilities of parties – see sections 4, 6, and 7.
- e. Agreement to be filed – The TCSO shall file this agreement with the Thurston County Auditor and the Board of County Commissioners for Thurston County.
- f. Financing – see section 7.

IN WITNESS WHEREOF, The Thurston County Sheriff's Office (TCSO) and the City of Tenino (COT) have executed this agreement consisting of six (6) pages.

THURSTON COUNTY SHERIFF'S OFFICE

CITY OF TENINO



Sheriff Derek Sanders

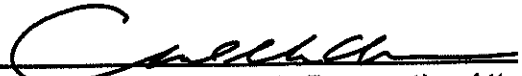
David Watterson, Mayor

08/5/2026

Date

Date

PROSECUTING ATTORNEY'S OFFICE



Chad McClellan, Deputy Prosecuting Attorney

8/4/26

Date

File Attachments for Item:

9. Ordinance 947 - Establishing regulations governing the operations of Electric-Assisted Bicycles, Electric Motorcycles, Scooters and other motorized personal transportation.

ORDINANCE NO. 947

AN ORDINANCE OF THE CITY OF TENINO, WASHINGTON, ESTABLISHING REGULATIONS GOVERNING THE OPERATION OF ELECTRIC-ASSISTED BICYCLES, ELECTRIC MOTORCYCLES, MOTORIZED FOOT SCOOTERS, AND OTHER MOTORIZED PERSONAL TRANSPORTATION DEVICES UPON CITY PROPERTY; ADDING A NEW CHAPTER TO THE TENINO MUNICIPAL CODE; PROVIDING FOR ENFORCEMENT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Council finds that the use of electric-assisted bicycles, electric motorcycles, motorized scooters, and similar devices has increased substantially in recent years; and

WHEREAS, the City has received complaints and documented instances involving excessive speed, unsafe operation, near collisions with pedestrians, and damage to public property caused by the operation of certain motorized personal transportation devices; and

WHEREAS, the City Council finds that regulations governing the operation of such devices are necessary to protect pedestrians, bicyclists, motorists, children, and other users of public streets, sidewalks, trails, parks, and other public property while preserving access for lawful transportation; and

WHEREAS, RCW 46.61.710(7) and RCW 46.61.715 authorize local jurisdictions to regulate, restrict, or otherwise limit the operation of electric-assisted bicycles and motorized foot scooters on facilities, properties, and rights-of-way under their jurisdiction and control; and

WHEREAS, the City Council further finds that these regulations constitute a reasonable exercise of the City's police power under RCW 35A.11.020 to protect the public health, safety, and welfare;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TENINO ORDAINS AS FOLLOWS:

Chapter ____

Motorized Personal Transportation Devices

Section 1. Purpose.

The purpose of this chapter is to promote the safe operation of electric-assisted bicycles, electric motorcycles, motorized foot scooters, and similar motorized transportation devices upon public property within the City while protecting pedestrians, preserving public property, and reducing unsafe operation.

Section 2. Definitions.

Unless the context clearly requires otherwise:

"Electric-assisted bicycle," "Class 1 electric-assisted bicycle," "Class 2 electric-assisted bicycle," and "Class 3 electric-assisted bicycle" shall have the meanings provided in RCW 46.04.169, as now existing or hereafter amended.

"Motorized foot scooter" shall have the meaning provided in RCW 46.04.336, as now existing or hereafter amended.

"Operator" means any person who rides upon, propels, or is in actual physical control of a motorized personal transportation device.

"Commercial district" means those areas of the City zoned commercial under the City's zoning code, as now existing or hereafter amended.

"Motorized personal transportation device" means any electrically powered or motor-driven device designed primarily for transporting one or more persons, including electric-assisted bicycles, motorized foot scooters, electric skateboards, pocket motorcycles, electric mini-bikes, electric dirt bikes, and similar devices, but excluding:

- a) motorized wheelchairs and other mobility devices used by persons with disabilities, including electric personal assistive mobility devices (EPAMDs) as defined in RCW 46.04.1712 when used for that purpose;
- b) emergency vehicles; and
- c) City-owned maintenance equipment.

"City park" means any park, trail, open space, athletic field, playground, or recreational facility owned or maintained by the City.

Section 3. Areas of Operation.

Except as prohibited by this chapter or other law, motorized personal transportation devices may be operated upon:

- 1. public streets where otherwise permitted by state law;
- 2. designated bicycle lanes;
- 3. designated shared-use paths; and
- 4. locations specifically authorized by the City.

Nothing in this chapter authorizes operation of any vehicle required by state law to be licensed, registered, insured, or operated by a licensed driver.

Section 4. Prohibited Areas.

Except for authorized City personnel acting within the scope of their duties, no person shall operate a motorized personal transportation device in or upon any of the following:

- 1. any City park, as defined in Section 2 [including/excluding the Yelm-Tenino Trail — confirm];
- 2. any playground or athletic field;
- 3. any landscaped area;
- 4. any sidewalk located within a commercial district, as defined in Section 2; and
- 5. any location where posted signage prohibits such operation.

Section 5. Rules of Operation.

Every operator shall obey all applicable traffic laws, yield to pedestrians, operate at a speed reasonable for existing conditions, and maintain due care to avoid collisions.

No person shall:

1. race;
2. perform wheelies;
3. intentionally skid or drift;
4. jump curbs, stairs, benches, or structures;
5. operate recklessly;
6. operate while distracted; or
7. operate in a manner likely to damage City property.

No person shall operate a motorized personal transportation device in a manner that damages turf, landscaping, irrigation systems, trails, sidewalks, curbs, benches, signs, playground equipment, or any other public improvement.

Section 6. Safety Equipment.

Every motorized personal transportation device operated upon a public street shall have:

- a) working brakes;
- b) required lighting during darkness;
- c) required reflectors; and
- d) all manufacturer-installed safety equipment in operable condition.

Every operator shall wear a properly fastened bicycle helmet meeting CPSC standards.

Section 7. Age Restrictions.

Operators shall comply with all age requirements established under Washington law, including the minimum age for operation of a Class 3 electric-assisted bicycle under RCW 46.20.500.

No person under sixteen years of age may operate an electric motorcycle, pocket motorcycle, electric dirt bike, or substantially similar motorized vehicle upon public property unless otherwise authorized by state law.

Section 8. Passengers.

No device shall carry more persons than designed by its manufacturer.

Section 9. Parent Responsibility.

A parent or legal guardian shall not knowingly authorize, permit, or fail to make reasonable efforts to prevent a minor from violating this chapter. A violation of this section by a parent or legal guardian is subject to the same civil infraction and penalty provisions set forth in Section 11.

Section 10. Enforcement.

A law enforcement officer may:

1. issue warnings;
2. issue civil infractions;

3. temporarily impound a device for safekeeping when necessary, subject to the procedure set forth below; and
4. release an impounded device to its owner, or to a parent or legal guardian if the operator is a minor.

Impound procedure. Upon impoundment, the officer shall provide the operator (or, if a minor, the operator's parent or legal guardian) with written notice stating the reason for impoundment, the location where the device is held, and the process for redemption. A device may be redeemed within [] days of impoundment upon payment of a storage fee of \$[], as set by Council resolution. A device unclaimed after [] days shall be treated as unclaimed property subject to RCW 63.32, as now existing or hereafter amended.

DRAFTING NOTE: The bracketed numbers need Sherriff's Department and Public Works input on what's administratively workable.

For minors, officers are encouraged to use progressive enforcement whenever appropriate.

Section 11. Penalties.

Unless otherwise provided by state law, a violation of this chapter constitutes a Class [] civil infraction under RCW 7.80, punishable by a monetary penalty not to exceed \$[] for a first offense, as set by Council resolution.

DRAFTING NOTE: Check with Sherriff for help on filling in blanks

Section 12. Severability.

If any portion of this ordinance is held invalid, the remaining provisions shall remain in full force and effect.

Section 13. Codification.

The City Clerk shall codify this ordinance within the Tenino Municipal Code and may correct section numbering, formatting, and cross-references consistent with the intent of the City Council.

Section 14. Effective Date.

This ordinance shall take effect five (5) days after publication of an approved summary as provided by law.