

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, May 11, 2021 at 7:00 PM

Agenda

WORK SESSION

1. Aslan Mead will an update on SW WA Agricultural Business & Innovation Park – Financing update

CALL TO ORDER

AGENDA APPROVAL

2. Agenda for the Regular Meeting of the 5/11/21.

Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

3. Minutes of the regular City Council Meeting 4/27/2021

Recommended Action: Move to approve the minutes of the 4/27/21 Regular Council Meeting as presented.

CONSENT CALENDAR

4. Consent Calendar consisting of April 28, 2021 through May 11, 2021:

Payroll EFT's and check #29859 in the amount of \$27,113.66.

Claims Checks #29860 through #29893 and EFT's in the amount of \$84,072.29

for a grand total of \$111,185.95

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

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

5. Review and Accept CDBG Agreement

Recommended Action: Approve CDBG Urban County Renewal Agreement.

NEW BUSINESS

6. Under Pressure racing holding event Saturday June 12. 2-6pm wanting to close Sheridan St N and part of Lincoln Ave E for a car show. Anticipating 300-500 cars. Will be using grass lot off of Lincoln that belongs to owner.

Recommended Action: Approve road closure for event.

RESOLUTIONS

7. Resolution of the city of Tenino Authorizing an interlocal agreement between Thurston County and the City to continue participation in the federal community development block grant program.

Recommended Action: Authorize the Mayor to sign the ILA and MOU necessary to continue participation.

ORDINANCES

REPORTS

8. 1) Chamber of Commerce
2) Economic Development Council (EDC)
3) Experience Olympia & Beyond (VCB)
4) Fire District #12
5) Library
6) Museum
7) Tenino Community Service Center
9. 1) ARCH Commission
2) Civil Service Commission
3) Façade Improvement Grant Review Committee
4) Finance Committee
5) Planning Commission
6) Public Safety Committee
10. 1) Chief of Police

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

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

1. Aslan Mead will an update on SW WA Agricultural Business & Innovation Park – Financing update



City of Tenino

149 Hodgden St. S
PO Box 4019
Tenino, WA 98589

(360) 264-2368
Fax (360) 264-5772
clerktreasurer@ci.tenino.wa.us

Wednesday, May 6, 2021

To: Aslan Meade

Thurston Economic Development Council
4220 6th Avenue SE Lacey, WA 98503

Re: Co-financing commitment letter for SW WA Agricultural Business and Innovation Park

Dear Mr. Meade,

As Mayor of the City of Tenino I am delighted to express Tenino’s commitment to innovation, agriculture and community investment by providing financial support for the SW WA Agricultural Business and Innovation Park project being built in Southwest Thurston County. The city is confident that this project will provide new economic development opportunities for businesses in the area and create a positive collective impact for the whole city.

This letter serves to confirm that the City Council of Tenino, through the issuance of a councilmanic bond, commits a total of \$1,750,000.00 USD to the SW WA Agricultural Business and Innovation Park project for construction of Building #1, located at 16402 Old Highway 99, Tenino, WA 98589. The funds will be managed by the City of Tenino and issued on a draw down basis as needed. The City will work with the Construction Manager to ensure proper contracting, recording keeping, permitting, and city planning procedures are followed.

Again, the city of Tenino is delighted to have the SW WA Agricultural Business and Innovation Park project happening right in our back yard, and we are excited to see construction begin!

Sincerely,

Wayne Fournier
Mayor
City of Tenino

File Attachments for Item:

3. Minutes of the regular City Council Meeting 4/27/2021

Recommended Action: Move to approve the minutes of the 4/27/21 Regular Council Meeting as presented.

**City Council Meeting
Tuesday, April 27, 2021**

Minutes

WORK SESSION

1. Aslan Mead will an update on SW WA Agricultural Business & Innovation Park – Financing update

Aslan Meade gave an update on the Ag Park and Nancy explained the funding processes.

CALL TO ORDER

Mayor Fournier called the meeting to order at 7:30 pm,

PRESENT

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

AGENDA APPROVAL

2. Agenda for the Regular Meeting of the 4/27/21.

Recommended Action: Motion to approve the agenda as presented.

Councilmember O'Callahan, Seconded by Councilmember Lawton.

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

Motion passes 5/0.

APPROVAL OF MINUTES

3. Minutes of the regular City Council Meeting 4/13/2021

Recommended Action: Move to approve the minutes of the 4/13/21 Regular Council Meeting as presented.

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

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

Motion passes 5/0.

CONSENT CALENDAR**4. Consent Calendar consisting of April 14, 2021 through April 27, 2021:**

Payroll EFT's and check #29832 in the amount of \$26,643.61

Claims Checks #29833 through #29858 and EFT's in the amount of \$81,010.42

for a grand total of \$107,654.03

Liquor and Cannabis License Applications/ Renewals: Landmark Tavern

Recommended Action: Motion to approve the consent calendar.

Request to waive special events fee for the Tenino Arts Creative Market.

Recommended Action: Motion to waive event fee for Tenino Arts Creative Market

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

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

Motion passes 5/0.

EXECUTIVE SESSION**5. Potential Litigation**

Mayor Fournier and Council convened into executive session at 7:34 pm and adjourned at 7:54 pm.

PRESENTATIONS

None

PUBLIC COMMENTS

None

PUBLIC HEARING

None

PROCLAMATIONS

None

OLD BUSINESS

6. Quarry pool update

Recommended action: None, Discussion Only

Mayor Fournier advised Council and public due to the costs of the increase of materials it is not feasible to complete and open the Quarry Pool this year.

7. Discuss Amending Grant contract from parking lot to outdoor/reading area.

Recommended action: Authorize Mayor Fournier to sign new contract with Arts WA for creative district cap facilities grant.

Mayor Fournier advised Council and the public the Chamber has decided the grant received for the parking lot is not near enough to fully complete the parking lot so will now be building a pergola for an outdoor/reading area.

8. We have been kicking around how to make up the deficit for the Ag Park and currently the first option would be to issue a limited tax general obligation bond, to initiate that process we would need to retain a special bond council.

Staff Recommendation: Authorize Mayor to enter into a contract for service with Foster Garvey for Bond Council.

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

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

Motion passes 5/0.

NEW BUSINESS

9. Discuss American Rescue plan Act for 2021.

Recommended action: None, Discussion Only

Mayor Fournier led the discussion on the American Rescue plan and informed council that the City should be receiving \$406,000.00 from them and that he would like to use a portion of that to pave the parking lot behind the mini mall.

10. Confirmation of hiring new Clerk Treasurer pending conditional offer of acceptance, pending reference and background check.

Recommended Action: Motion to Approve Rebecca Anderson as City of Tenino Clerk Treasurer.

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

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

Motion passes 5/0.

11. Discuss contract for services with financial consultant

Recommended action: None, Discussion Only

Discussion only

RESOLUTIONS

None

ORDINANCES

None

REPORTS

12. 1) Chamber of Commerce

2) Economic Development Council (EDC)

3) Experience Olympia & Beyond (VCB)

4) Fire District #12

5) Library

6) Museum

7) Tenino Community Service Center

1) **Chamber of Commerce:** George Sharp stated they held their meeting last week. The next meeting being held in May they will be hearing from the new Commissioner and from the EDC.

3) **Experience Olympia & Beyond (VCB):** They have a new director Annette Pitts.

6) **Museum:** Next month they will begin opening on the weekends as of right now they are only open on Friday.

13. 1) ARCH Commission

2) Civil Service Commission

3) Façade Improvement Grant Review Committee

4) Finance Committee

5) Planning Commission

6) Public Safety Committee

1) **ARCH Commission:** They have received a new application from Donna Mayo.

14. 1) Chief of Police

2) Director of Public Works

3) City Planner/Building Official

4) City Attorney**5) Clerk/Treasurer****6) Mayor**

1) Chief of Police: Mayor Fournier reported they have been working on a number of vehicle prowls in the City. They are hoping to receive their new vehicle tomorrow.

6) Mayor: Mayor Fournier reported he has been primarily working on financing for the Ag Park.

15. 1) Bucoda/Tenino Healthy Action Team (BTHAT)**2) Community Investment Partnership (CIP)****3) Solid Waste Advisory Board****4) South Thurston Economic Development Initiative (STEDI)****5) TCOMM/911****6) Tenino School Board****7) Thurston Regional Planning Council (TRPC)****8) Transportation Policy Board**

6) School Board: Councilmember Davidson reported kindergarten thru the 5th grades are now attending in school 4x a week. With the High School back full time.

PUBLIC COMMENTS 2

None

ANNOUNCEMENTS

Councilmember O'Callahan reminded everyone that 5/17/2021 is the last day to file for their candidacy.

ADJOURNMENT

Adjourned at 8:24 pm.

File Attachments for Item:**4. Consent Calendar consisting of April 28, 2021 through May 11, 2021:**

Payroll EFT's and check #29859 in the amount of \$27,113.66.

Claims Checks #29860 through #29893 and EFT's in the amount of \$84,072.29

for a grand total of \$111,185.95

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

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - License Services
1025 Union Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: THURSTON COUNTY COMMISSIONERS

MAY 7TH 2021

SPECIAL OCCASION #: 094030

RAISE FOR ROWYN
448 SUSSEX AVE E
TENINO WA 98589

DATE: JUNE 19TH 2021

TIME: 8 AM TO 1 PM

PLACE: TENINO CITY PARK - PARK AVE E - TENINO

CONTACT: PHILIP KERRIGAN (D.O.B 6.12.80) 360-264-7676

SPECIAL OCCASION LICENSES

- * Licenses to sell beer on a specified date for consumption at a specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine/Spirits in unopened bottle or package in limited quantity for **off** premise consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- 1. Do you approve of applicant? YES NO
- 2. Do you approve of location? YES NO
- 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES NO

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
LAW ENFORCEMENT	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
HEALTH & SANITATION	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FIRE, BUILDING, ZONING	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER:	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

5.

File Attachments for Item:

5. Review and Accept CDBG Agreement

Recommended Action: Approve CDBG Urban County Renewal Agreement.



COUNTY COMMISSIONERS

Carolina Mejia
District One

Gary Edwards
District Two

Tye Menser
District Three

BOARD OF COUNTY COMMISSIONERS

April 30, 2021

Wayne Fournier, Mayor
City of Tenino
149 Hodgden St S,
Tenino, WA 98589

Subject: CDBG Urban County Renewal Agreement (FY 2022-2024)

Dear Mayor Fournier:

As you are aware, Thurston County was designated a CDBG Urban County by the US Department of Housing and Urban Development (HUD). The County and partner Cities and Towns signed three year Interlocal Cooperation Agreements in August of 2012 covering the federal fiscal years 2013-2015.

The original Interlocal Agreement signed in 2012 automatically renews to consecutive three (3) year terms but before the end of each three (3) year term, the County must notify the Cities and Towns in writing of its right not to participate in the Urban County for the successive three (3) year term.

In accordance with the Urban County Qualification Notice issued by HUD, this letter provides notice to the City of Tenino informing you of your right to not participate in the CDBG Urban County for a successive three (3) year term including Federal Fiscal years (2022-2024). If you choose to not participate in the Urban County CDBG program, provide written notice to the County by June 11, 2021.

The County is proposing to continue the partnership for the next three (3) federal fiscal years (2022-2024).

If you choose to continue this partnership and participate in the next three year term covering Federal Fiscal years (2022-2024), please:

1. Provide a resolution stating your continued participation (if necessary); and
2. Sign the attached Interlocal Cooperation Agreement and Memorandum of Understanding.

We have updated the dates in the attached Interlocal Cooperation Agreement. All other original terms and conditions remain the same. The MOU includes new language to require the use of a Request for Proposal process to solicit project applications.

Building # 1, Room 269, 2000 Lakeridge Drive SW, Olympia, Washington 98502-6045 (360) 786-5440
TDD/TYY 711 or 1-800-833-6388

Wayne Fournier, Mayor
April 30, 2021
Page 2

If you choose to participate as a member of the Urban County, the City:

1. May not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years 2022, 2023, and 2024, the years during which the City is participating in the Thurston County CDBG Program; and
2. May receive a formula allocation under the HOME program through the Urban County; and
3. May receive a formula allocation under the Emergency Solutions Grant Program only through the Urban County.

Please review the terms and conditions and have your authorized representative sign both the Interlocal Cooperation Agreement and the Memorandum of Understanding.

Please return those documents to the County by June 11, 2021.

If you should have any questions, please contact Tom Webster with our Public Health and Social Services Department. He can be reached at (360) 280-6265 or via email at Thomas.webster@co.thurston.wa.us.

Sincerely,



Tye Menser, Chair

Enclosures: Interlocal Cooperation Agreement
Memorandum of Understanding

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THURSTON COUNTY AND CITY OF TENINO TO
PARTICIPATE IN AND RECEIVE FUNDS UNDER THE FEDERAL
COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT
PROGRAM**

PROGRAM YEARS 2022 – 2024

This Interlocal Cooperation Agreement (hereinafter the “Agreement”) for Community Development Block Grant Funds (hereinafter “CDBG”) is made and entered into by and between Thurston County (hereinafter the “County”), a political subdivision of the State of Washington, and the City of Tenino, (hereinafter the “City”), a municipal cooperation within Thurston County for the purpose of receiving and administering federal funds under the CDBG Entitlement Program. This agreement will become effective upon adoption by the parties and approval by the U.S. Department of Housing and Urban Development (HUD), and will continue until terminated as provided herein.

WHEREAS, a pursuant to Section 104 (b) Title I of the Housing and Community Development Act of 1974, as amended, provides CDBG funds may be used for the support of the activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low and-moderate-income; and

WHEREAS, Thurston County notified HUD of its intent to participate as an Urban County under the CDBG program as the federal fiscal year 2013; and

WHEREAS, HUD has previously determined that Thurston County qualifies as an Urban County and is eligible to become a CDBG Entitlement grantee; and

WHEREAS, the amount of CDBG funds to which the County may be entitled is in part dependent upon the population of other CDBG eligible applicant cities and towns which by this Agreement elect to participate in the CDBG Entitlement Program with the County; and

WHEREAS, the purpose of this Agreement, which is entered into pursuant to, and in accordance with the State Inter-local Cooperation Act, RCW 39.34 is to plan for, and administer the CDBG Program.

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

SECTION I: DEFINITIONS:

1. "Party" means a unit of local government that is a signatory to this agreement.
2. "Qualified Urban County" is a county that is eligible to be a CDBG Entitlement grantee. The qualified urban county in this agreement is Thurston County. As a qualified urban county, Thurston County shall assume overall responsibility for ensuring that the funds it receives from the CDBG Entitlement Program are managed in compliance with all applicable HUD requirements.

SECTION II: GENERAL PROVISIONS

1. This agreement covers the County and the City's participation in the federal CDBG Program. The County has the necessary authority to accept CDBG funding as an Urban County to undertake essential and eligible community development and lower income housing assistance activities for the next three (3) Federal Fiscal Years (2022-2024) funded from the CDBG program and from any program income generated from the expenditure of such funds. The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
2. By executing this agreement, each party understands that it:
 - a. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and
 - b. May receive a formula allocation under the Emergency Solutions Grant (hereinafter "ESG") Program only through the urban county. Provided, however, that this does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds, if the state allows; and
 - c. May receive a formula allocation under the HOME Program and through the urban county.
3. The term of this Agreement shall be the County CDBG Urban County qualification period of the federal fiscal years 2022-2024, commencing on October 1, 2021, and ending on September 30, 2024, unless an earlier date of termination is fixed by HUD, pursuant to the ACT. This Agreement remains in effect until the CDBG, HOME, and ESG funds and program income received with the respect to activities carried out for Program Years 2022, 2023, and 2024 and any successive qualification periods are expended and the funded activities

are completed. The County and the City cannot terminate or withdraw from this Agreement except at the end of each three year qualification period.

4. This Agreement automatically renews to consecutive three (3) year terms, unless the County or the City provide written notice at least sixty (60) days prior to the end of the term that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Before the end of each three (3) year term, the County will notify the City in writing by the date specified in HUD's Urban County qualification notice for the next qualification period of its right not to participate in the urban county for a successive three (3) year term with a copy of the notification sent to the HUD Field Office.
5. The Parties to this Agreement agree to adopt any amendments to this Agreement incorporating any changes necessary to meet the requirement for Cooperation Agreements set forth in the Urban County Qualification Notice by HUD applicable for a subsequent three (3) year urban county qualification period. Any amendment to this Agreement shall be submitted to HUD as provided in the urban county qualification notice as required and that such failure to comply will void the automatic renewal for such qualification period.
6. The County and the City agree to cooperate to undertake, or assist in undertaking community renewal and lower-income housing assistance activities.
7. The County and the City will take all actions necessary to assure compliance with Thurston County's certification required by Section 104 (b) of the Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
8. The County will not use CDBG funding for activities in, or in support of a City that does not affirmatively further fair housing within the City's jurisdiction or that impedes the County's action to comply with the County's fair housing certification.
9. The County and the City have each adopted and are enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstration; and,
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from a facility or location which is the subject of such non-violent civil rights demonstration within jurisdictions.

10. The County and the City will not obstruct the implementation of the approved Consolidated Plan, the Community Development Plan and subsequent Annual Action Plan(s) during the period covered by this Agreement.
11. The County has final responsibility for conducting CDBG activities and annual filing of non-housing Community Development Plan and Action Plan and required certifications with HUD. The Thurston County HOME Consortium will submit the Consolidated Plan.
12. The County, as recipient pursuant to 24CFR 570.501 (b), is responsible for ensuring that all funds are used in accordance with all program requirements. The use of designated public agencies, sub-recipients, or contractors does not relieve the recipient of this responsibility. The County is also responsible for determining the adequacy of performance under sub-recipient agreements and procurement contracts, and for taking appropriate action when performance problems arise, such as the actions described in 24CFR 570.910.
13. Where the City is participating with, or as part of an urban county, the County is responsible for applying to the City the same requirement of a written agreement as described in 24 CFR 570.503, except that the five-year period identified under 24CFR 570.503 shall begin with the date that a participating City is no longer considered by HUD to be a part of the urban county, instead of the date that the sub-recipient agreement expires.
14. The County and the City may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years 2022, 2023, and 2024, the years during which the City is participating in the Thurston County CDBG Program.
15. Pursuant to the Consolidated and Further Continuing Appropriations Act, 2015, Pub L. 113-235, a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian Tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title 1 of the Housing and Community Development Act of 1974, as amended.
16. The County and the City agree to execute a Memorandum of Understanding (MOU) determining the governance structure, including decision and administrative processes to carry out the terms of this Agreement.
17. This Agreement creates no separate legal entity.

- 18. Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor’s Office or posted upon the websites of the County and the City as provided by RCW 39.34.040.
- 19. This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.
- 20. This Agreement shall be effective upon the signature by the last of the parties hereto.

Thurston County

City of Tenino

Tye Menser, Chair of Board

Wayne Fournier, Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:

County Prosecuting Attorney:

By: _____

By: _____


Deputy

City Attorney

File Attachments for Item:

6. Under Pressure racing holding event Saturday June 12. 2-6pm wanting to close Sheridan St N and part of Lincoln Ave E for a car show. Anticipating 300-500 cars. Will be using grass lot off of Lincoln that belongs to owner.

Recommended Action: Approve road closure for event.

	<p style="text-align: center;">City of Tenino Special Events/Parades</p> <p style="text-align: center;">149 Hodgden St. South – P O Box 4019 Tenino, WA 98589 (360) 264-2368 www.ci.tenino.wa.us</p>
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SPECIAL EVENTS/PARADE CONTRACT

I have applied for use as legal representative of Under Pressure Racing
(name of organization/group)

I hereby certify, on behalf of my organization, that we understand and agree:

- The User shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the premises. The User shall provide a certificate of insurance to the City of Tenino evidencing general liability insurance covering premises, products-completed operations and contractual liability. The City of Tenino shall be named as insured on the Users General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence. The insurance policy shall contain, or be endorsed to contain that the User’s insurance coverage shall be primary insurance as respect to the City of Tenino. Any insurance, self-insurance, or insurance pool coverage maintained by the City of Tenino shall be excess of the User’s insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. This certificate evidencing required insurance shall be provided before using City of Tenino facilities.
- To defend, indemnify and hold harmless the City of Tenino, their officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of premises or from any activity, or thing done, permitted, or suffered by User in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Tenino.
- That permission to use the facilities granted may be revoked or canceled at any time by the City of Tenino and our association will have no claim or right to damages reimbursement for any loss, damage, or expense resulting for revocation or cancellation.
- All parties acknowledge and agree that the City of Tenino reserves the right to revoke this Special Events/Parade Contact for a group/organization at any time.

I have read and understand all conditions, rules, and regulations specified in the Special Events/Parade contract. I am authorized to sign on behalf of the group listed above.

Name (please print) Zachary Leitzke

Address 348 Sussex ave E

City Tenino Zip 98589 Phone 360-789-1714

Signature [Signature] Date 5-6-2021

City Approval _____ Date _____



City of Tenino

Special Events/Parade Application

149 Hodgden St. South - P O Box 4019
Tenino, WA 98589
(360) 264-2368
www.ci.tenino.wa.us

Organization: Under Pressure Racing

Contact Person: Zachary Litzke

Address: 348 Sussex ave E

Telephone: (360) 789-1714 Fax: () -

Email: upracingdevelopment@gmail.com

1. Purpose of the special event/parade is grand opening / open house / car show

2. Description of organizing group my shop will be hosting it

3. Date(s) and time(s) of special event/parade 12-6pm

4. There will be an estimated 300 persons, ? animals, 0 floats and 0 motor vehicles participating or engaging in the special event/parade.

5. Place, area, route or location, as applicable to the special event/parade (please attach a map or describe) Closing the street next to the house between Sussex and Lincoln (Sheridan)

6. What portion of the sidewalks and streets indicated will be occupied by the special event/parade _____

7. Are any temporary structures going to be erected? Yes No (circle one) If yes, you must attach plans indicating clearly: a) the type of construction, b) seating arrangements, c) aisle arrangements, d) structural details and calculations of the seats and supports and e) location of all exits.

8. Is any open flame going to be used within the structure? Yes/No (circle one). If yes, what precautions are to be taken to render it safe? _____

9. What provisions have been made for sanitary facilities for persons using the premises?

name / shop

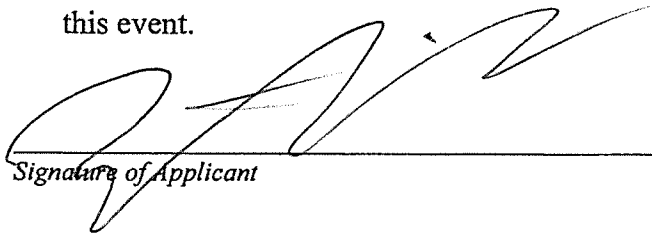
10. You will deposit with the City Clerk at the time of application a refundable surety or cash bond of \$500.00.

11. You will furnish evidence to the City Clerk at the time of application of a liability insurance policy as described in the Special Events/Parade Contract.

12. The undersigned has authority to execute this application and the requesting organized group, unincorporated association of persons, partnership or corporation promises and agrees to abide by all the terms and conditions of the special event/parade permit issued, and to abide by all the rules and regulations of the City of Tenino. We agree that the structure shall not be used as a place of assembly until the Fire Marshal of Thurston Co. Fire Dist. 12 has inspected the entire premises.

13. This application shall be accompanied by a proposed Traffic Control Plan to be reviewed and approved by the Public Works Director.

14. The undersigned agrees to abide by the laws of the State of Washington and the Laws and Ordinances of the City of Tenino, and further agrees to hold the City of Tenino, their elected officials and their employees or agents harmless and to indemnify them from any and all claims or causes of action arising by reason of the negligent acts or omissions by the individual stated herein or their agents with respect to their usage of city property and participation in this event. Said individual also assumes all legal responsibility for their own negligence or omissions in regards to other participants in this event.



Signature of Applicant

Please answer all questions above. If they do not apply, put N/A. Thank You.

DEPARTMENT USE ONLY:

Department Approval:

Public Works Director: *[Signature]* Date: 5-6-21

Fire Marshal: _____ Date: _____

Chief of Police: _____ Date: _____

Administration: *[Signature]* Date: 5/6/21

Building Official: _____ Date: _____

Permit Approved / Denied (circle one) Date: _____

City Official: _____ Title: _____

PERMIT # 20 ____ - ____

Internal Use Only

Amount	Description	BARS	TR #	Date
\$100.00	Fee	001..322.90.00		
\$500.00	Deposit	001..389.00.00.02		
	Refund	001..586.00.00.02	Ck#	

File Attachments for Item:

7. Resolution of the city of Tenino Authorizing an interlocal agreement between Thurston County and the City to continue participation in the federal community development block grant program.

Recommended Action: Authorize the Mayor to sign the ILA and MOU necessary to continue participation.

RESOLUTION 2021-03

A RESOLUTION OF THE CITY OF TENINO, WASHINGTON AUTHORIZING RENEWAL OF AN INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND THE CITY TO CONTINUE PARTICIPATION IN THE FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, Thurston County was designated a CDBG Urban County by the US Department of Housing and Urban Development (HUD); and

WHEREAS, the County and partner cities, including Tenino, signed a three-year ILA in August of 2012 covering federal fiscal years 2013-2015, which renews consecutive three-year terms, provided the County notifies cities of their right not to participate in the Urban County program for the successive three-year term; and

WHEREAS, the County has provided such notice not to continue, and is proposing renewal of the aforementioned ILA for another three-year term (2022-2024); and

WHEREAS, in order to renew the ILA a resolution approved by the Council is required, as well as the City's signature on the attached ILA and MOU; and

WHEREAS, the CDBG Urban County Program has been beneficial to the City and its residents, and the Council wishes to continue participation in this program.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TENINO WASHINGTON, that the City Council supports continued participation of the City in the above-described CDBG Urban County Program and authorizes the Mayor to sign the ILA and MOU necessary to continue participation.

ADOPTED by the City Council at a regularly scheduled meeting this 11th day of May, 2021.

Wayne Fournier, Mayor

ATTEST:

Linda Gotovac Mayor Protem

Approved as to form: _____ Richard L. Hughes, City Attorney

Resolution authorizing continued participation on CDBG Rural County Program